

HIGHWAY WORK PROPOSAL

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

Proposal Number: **009**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
St Croix	1021-00-78	N/A	Baldwin - Menomonie; Cth Nn Bridge East Bound B-55-0271	IH 094
St Croix	1021-00-79	N/A	Baldwin - Menomonie; Cth Nn Bridge West Bound B-55-0270	IH 094
St Croix	1021-04-77	N/A	Baldwin - Menomonie; Carr Creek Eb Brg B-55-0281 & 0285	IH 094
St Croix	1021-04-78	N/A	Baldwin - Menomonie; Carr Creek Wb Brg B-55-0282 & 0286	IH 094

**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: \$550,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: June 8, 2021 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 06, 2023	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Excavation, Base, HMA Pavement, Concrete Pavement, Curb and Gutter, Sidewalk, Signs, Pavement Marking, Beam Guard, Bridge Construction, Culvert Construction, Culvert Pipe Installation	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 1. Electronic bid on the internet.
 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

- (3) The department will provide bidding information through the department's web site at:
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

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

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 1. Have a properly executed annual bid bond on file with the department.

2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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STSP'S Revised January 13, 2021

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1021-00-78, Baldwin – Menomonie, CTH NN Bridge East Bound B-55-0271, IH 94 St. Croix County, Wisconsin; Project 1021-00-79, Baldwin – Menomonie, CTH NN West Bound B-55-0270, IH 94 St. Croix County, Wisconsin; Project 1021-04-77, Baldwin – Menomonie, Car Creek EB Bridge B-55-0281 & 0285, IH 94 St. Croix County, Wisconsin; and Project 1021-04-78, Baldwin – Menomonie, Car Creek WB Bridge B-55-0282 & 0286, IH 94 St. Croix 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 (20210113)

2. Scope of Work.

The work under this contract shall consist of grading, base aggregate, concrete pavement, HMA pavement, new Structures B-55-0270/0271/0281/0282/0285/0286, temporary roadway widening, temporary structure, pavement marking, permanent signing, right-of-way fencing, median cable barrier, traffic control, 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.

The work under this contract is based on an expedited work schedule and may require extraordinary forces and equipment. Multiple mobilizations for such items as traffic control, signing, temporary pavement marking, and other incidental items related to staging may be necessary. No additional payment will be made for said mobilizations.

Enhanced Liquidated Damages

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$5000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

Construction Staging Projects 1021-00-78 and 1021-00-79

The work under these projects shall be completed in three separate stages with Stage 1A through 1B completed during the 2021 construction season, Stage 1C through Stage 2B completed during the 2022 construction season and Stage 2C through Stage 3 completed during the 2023 construction season.

Stage 1

- A. Single lane closures on IH 94 WB lanes during off peak hours. Construct temporary widening on IH 94 WB median.

- B. Winter Shut Down

No work. All lanes open and returned to normal traffic operation on existing traffic lane locations and existing regulatory conditions.

Winter shutdown will commence with the completion of Stage 1B in the Fall of 2021. Do not resume work until March 14, 2022 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2022. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

- C. Shift IH 94 WB traffic to the inside lanes. Construct IH 94 WB lanes and outside shoulder. Construct north half of Structure B-55-270 as shown in plans. Construct box culvert C-55-19 extension.

Stage 2

- A. Shift IH 94 WB traffic to the outside lanes. IH 94 EB traffic on existing EB lanes. Single lane closures on IH 94 EB lanes during off peak hours. Construct south half of Structure B-55-270 as shown in plans, including roadway and structure approach slabs. Construct IH 94 EB crossovers and temporary widen IH 94 WB inside lanes.

- B. Winter Shut Down

No work. All lanes open and returned to normal traffic operation on existing traffic lane locations and existing regulatory conditions.

Winter shutdown will commence with the completion of Stages 1 thru 2B in the Fall of 2022. Do not resume work until March 13, 2023 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2023. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

- D. Shift IH 94 EB traffic onto EB crossovers and temporary median widening. Construct IH 94 EB lanes and Structure B-55-271.

Stage 3

IH 94 WB traffic stays on the outside lanes. Shift IH 94 EB lanes to new EB lanes. Single lane closures on IH 94 EB and WB during off peak hours. Remove IH 94 EB crossovers and temporary widening on IH 94 WB inside shoulders. Construct inside median shoulders on IH 94 EB and IH 94 WB. Grade and restore median slope and ditch.

Construction Staging Projects 1021-04-77 and 1021-04-78

The work under these projects shall be completed in six separate stages with Stage 1A through Stage 1B completed during the 2021 construction season, Stage 2 through Stage 4B completed during the 2022 construction season and Stage 5A through Stage 6 completed during the 2023 construction season.

Stage 1

- A. Single lane closures on IH 94 WB and EB lanes during off peak hours. Construct IH 94 WB crossovers, temporary widening on IH 94 EB median, temporary bridge widening B-55-12, IH 94 EB outside widening and Ramp A temporary widening.

- B. Winter Shut Down

No work. All lanes open and returned to normal traffic operation on existing traffic lane locations and existing regulatory conditions.

Winter shutdown will commence with the completion of Stages 1B in the Fall of 2021. Do not resume work until March 14, 2022 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2022. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Stage 2

Shift IH 94 WB traffic on to the crossovers and temporary widening. WB entrance ramp traffic on existing alignment, transition to existing IH 94 WB passing lane. Construct IH 94 WB entrance ramp 'A' and Structure B-55-0286. Construct IH 94 WB driving lane and outside shoulders; Station 8+23'WB' to Station 21+00'WB' and IH 94 WB passing lane, driving lane and outside shoulder; Station 21+00'WB' to 36+93'WB'.

Stage 3

Shift IH 94 WB entrance ramp traffic onto new ramp 'A' and new IH 94 EB driving lane. Removing existing IH 94 WB entrance ramp. Construct IH 94 WB Structure B-55-0282. Construct IH 94 WB passing lane; Station 8+23'WB' to Station 21+00'WB' and IH 94 WB lanes and outside shoulder; Station 36+93'WB' to Station 57+10'WB'.

Stage 4

A. Shift IH 94 WB traffic onto new WB lanes. Close the inside shoulder on IH 94. Remove IH 94 WB crossovers, construct IH 94 EB crossovers and temporary widening on IH 94 WB.

B. Winter Shut Down

No work. All lanes open and returned to normal traffic operation on existing traffic lane locations and existing regulatory conditions.

Winter shutdown will commence with the completion of Stages 1 thru 4B in the Fall of 2022. Do not resume work until March 13, 2023 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2023. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Stage 5

A. Shift IH 94 EB traffic onto the IH 94 EB crossover. IH 94 EB exit ramp traffic on existing IH 94 EB passing lane. Construct IH 94 EB driving lane and outside shoulders; Station 24+50'EB' to 37+00'EB'. Construct ramp B, ramp B temporary widening and Structure B-55-0285.

B. Shift IH 94 EB exit ramp traffic onto the new IH 94 EB driving lane and new ramp 'B.' Construct IH 94 EB passing lane and inside shoulder; Station 24+50'EB' to Station 37+00'EB' and IH 94 EB lanes, IH 94 EB shoulders and Structure B-55-0281; Station 37+00'EB' to 62+97'EB'.

Stage 6

Shift IH 94 EB traffic onto new EB lanes. Single lane closures on IH 94 EB and WB during off peak hours. Construct IH 94 WB inside shoulders and outside shoulders under CTH B bridge. Remove IH 94 EB crossovers and restore median area. Construct Ramp 'B' shoulders at temporary ramp widening area.

Interim Liquidated Damages for Interim Completion of Work

Complete all permanent asphalt and concrete pavement for Stages 1 thru 2A work for project 1021-00-78 prior to October 15, 2022. If the contractor does not complete all permanent asphalt and concrete pavement for Stages 1 thru 2A work for project 1021-00-78 and prior to October 15, 2022, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day work remains incomplete after 12:01 AM, October 15, 2022. 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.

Complete all permanent asphalt and concrete pavement for Stages 1 thru 2A work for project and 1021-00-79 prior to October 15, 2022. If the contractor does not complete all permanent asphalt and concrete pavement for Stages 1 thru 2A work for project 1021-00-79 prior to October 15, 2022, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day work remains incomplete after 12:01 AM, October 15, 2022. 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.

Complete all permanent asphalt and concrete pavement for Stages 1 thru 4A work for project 1021-04-77 prior to October 15, 2022. If the contractor does not complete all permanent asphalt and concrete pavement for Stages 1 thru 4A work for project 1021-04-77 prior to October 15, 2022, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day work remains

incomplete after 12:01 AM, October 15, 2022. An entire calendar will be charged for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM.

Complete all permanent asphalt and concrete pavement for Stages 1 thru 4A work for project 1021-04-78 prior to October 15, 2022. If the contractor does not complete all permanent asphalt and concrete pavement for Stages 1 thru 4A work for project 1021-04-78 prior to October 15, 2022, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day work remains incomplete after 12:01 AM, October 15, 2022. An entire calendar will be charged for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM.

Complete Stages 1 thru 2B work for project 1021-00-78 and reopen IH 94 lanes and shoulders to normal traffic operation prior to November 18, 2022. If the contractor does not complete Stages 1 thru 2B work for project 1021-00-78 and reopen IH 94 lanes and shoulders to normal traffic operation prior to November 18, 2022, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day work remains incomplete after 12:01 AM, November 18, 2022. 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. Normal traffic operation is defined as IH 94 westbound and eastbound operating on preconstruction traffic lane locations and preconstruction regulatory conditions.

Complete Stages 1 thru 2B work for project 1021-00-79 and reopen IH 94 lanes and shoulders to normal traffic operation prior to November 18, 2022. If the contractor does not complete Stages 1 thru 2B work for project 1021-00-79 and reopen IH 94 lanes and shoulders to normal traffic operation prior to November 18, 2022, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day work remains incomplete after 12:01 AM, November 18, 2022. 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. Normal traffic operation is defined as IH 94 westbound and eastbound operating on preconstruction traffic lane locations and preconstruction regulatory conditions.

Complete Stages 1 thru 4B work for project 1021-04-77 and reopen IH 94 lanes and shoulders to normal traffic operation prior to November 18, 2022. If the contractor does not complete Stages 1 thru 4B work for project 1021-04-77 and reopen IH 94 lanes and shoulders to normal traffic operation prior to November 18, 2022, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day work remains incomplete after 12:01 AM, November 18, 2022. 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. Normal traffic operation is defined as IH 94 westbound and eastbound operating on preconstruction traffic lane locations and preconstruction regulatory conditions.

Complete Stages 1 thru 4B work for project and 1021-04-78 and reopen IH 94 lanes and shoulders to normal traffic operation prior to November 18, 2022. If the contractor does not complete Stages 1 thru 4B work for project and 1021-04-78 and reopen IH 94 lanes and shoulders to normal traffic operation prior to November 18, 2022, the department will assess the contractor \$5000 in interim liquidated damages for each calendar day work remains incomplete after 12:01 AM, November 18, 2022. 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. Normal traffic operation is defined as IH 94 westbound and eastbound operating on preconstruction traffic lane locations and preconstruction regulatory conditions.

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.

Temporary Single-Lane Closures

Project staging requires roadside work zone, construction vehicle and/or traffic control device encroachments within 6-foot horizontal and/or vertical, from the edge of the shoulder side of a lane. These encroachments require a temporary single-lane closure of the IH 94 lane closest to construction. Refer to the article Lane Rental Fee Assessments for information regarding when lane closures are allowed without incurring lane rental fees.

Shoulder Closures

The contractor will be allowed to perform work on items that are located beyond 6-foot horizontal and/or vertical, from the edge of an open lane of traffic, utilizing a shoulder closure with the approval of the engineer. Construction vehicles and equipment shall be located outside of the 6-foot encroachment area. Shoulder closures shall only occur on one shoulder at a time in each direction. The existing roadway shall be open to two lanes of traffic in each direction. The lane closure restrictions outlined in the article for

Lane Rental Fee Assessment will not apply to work that can be completed with an approved shoulder closure.

All shoulder closures shall be removed during applicable Holiday Work Restrictions unless provided for in shielding a hazard.

Definitions

All delivery/removal of materials and equipment will be limited to off-peak hours, according to the IH 94 Lane Closure guidelines listed below. IH 94 temporary bypass road connections to mainline westbound and eastbound lanes will occur according to the IH 94 Lane Closure Guidelines. Lane closures during peak times will not be allowed.

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).

According 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.

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.

Migratory Birds

Swallow or other migratory bird nests have been observed on or under the existing structure(s). All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15. to August 31.

Either prevent active nests from becoming established or prevent birds from nesting by installing and/or maintaining a suitable deterrent device on the remaining structure prior to nesting activity under the bid item Installing and Maintaining Bird Deterrent System. As a last resort, apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring.

Do not remove any structures prior to September 1, 2021. Bid items for Installing and Maintaining Bird Deterrent System have been included for existing structures anticipated to be removed between April 15 and August 31. It is anticipated that all other structures with observed bird nests will be completely removed prior to April 15 or after August 31 of any construction year. If the construction schedule changes such that other existing structures will be removed during the nesting season, notify the engineer prior to the nesting season such that deterrent systems can be installed on existing structures to be removed during the nesting period.

Burning

If burning of brush will occur as part of this project, it is illegal to burn materials other than clean wood. It is also illegal to start or maintain fires using oily substances, or other materials prohibited under chapter NR 429, Wis. Adm. Code. All necessary burning permits must be obtained prior to construction, as required under local and state fire protection regulations, in order to comply with NR 429 (Malodorous Emissions & Open Burning).

4. Traffic.

Projects 1021-00-78 and 1021-00-79

At the beginning of each stage of traffic control requiring a traffic switch on IH 94, all temporary crossovers, roadways and widening shall be open to traffic a minimum of three calendar days before starting any subsequent removal of existing pavement or structures that would preclude putting traffic back onto the existing lanes if unforeseen circumstances should arise.

Closure of CTH NN will be allowed during removal of the center span of existing bridge decks and during the setting of beams and falsework for new structures. Notify local and county officials 7 days prior to closure.

Projects 1021-04-77 and 1021-04-78

At the beginning of each stage of traffic control requiring a traffic switch on IH 94, all temporary crossovers, roadways and widening shall be open to traffic a minimum of three calendar days before starting any subsequent removal of existing pavement or structures that would preclude putting traffic back onto the existing lanes if unforeseen circumstances should arise.

Keep all CTH B Interchange ramps open to traffic at all times during this contract.

Coordinate all operations and traffic control as necessary between the various stages of work under this contract.

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.

All lane and shoulder closures, including durations of these closures, are subject to the approval of the engineer based on operational needs and safety. Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Temporary Single-Lane Closures on IH 94

Project staging requires roadside work within 6 feet of the outside edge of shoulders on IH 94. These encroachments require a temporary single-lane closure of the IH 94 lane closest to construction activities, unless temporary precast concrete barrier is in place to shield the work zone. Single-lane closures during freeway peak hours, as defined below, are subject to a fee as defined in the separate article titled Lane Rental Fee Assessment.

Temporary single-lane closures will not be permitted during freeway peak hours as defined in the following tables:

Freeway Peak Hours		
Pre-Memorial Day and Post Labor Day		
	Eastbound	Westbound
Monday	10 am to 5pm	2 pm to 5 pm
Tuesday	2 pm to 5 pm	2 pm to 5 pm
Wednesday	2 pm to 5 pm	2 pm to 5 pm
Thursday	10 am to 6 pm	2 pm to 6 pm
Friday	9 am to 8 pm	11 am to 7 pm
Saturday	9 am to 3 pm	10 am to 5 pm
Sunday	10 am to 6pm	10 am to 8 pm

Freeway Peak Hours		
Memorial Day to Labor Day		
	Eastbound	Westbound
Monday	9 am to 6 pm	11 am to 6 pm
Tuesday	9 am to 6 pm	2 pm to 6 pm
Wednesday	9 am to 6 pm	12 pm to 6 pm
Thursday	9 am to 7 pm	11 am to 6 pm
Friday	8 am to 8 pm	10 am to 8 pm
Saturday	8 am to 4 pm	10 am to 6 pm
Sunday	9 am to 6 pm	10 am to 9 pm

Temporary single-lane closures will not be permitted during Minnesota Educator Academy (MEA) conference on the 3rd weekend in October from 7:00 AM to 6:00 PM for Thursday and 10:00 AM to 9:00 PM for Sunday.

Temporary Regulatory Speed Limit Reduction

Establish a statutory 60 mph speed limit zone for IH 94 whenever a lane is closed to traffic, whenever traffic is shifted onto the shoulder, or when traffic is on temporary median roadway or temporary widening with reduced shoulder width. Reestablish a 70 mph speed limit zone whenever traffic is opened up to two lanes of traffic in each direction driving on the existing or proposed traffic lanes, and when work is suspended over winter. See the description of each stage later in this article for more information regarding speed limits. Coordinate these statutory speed limit zones with the Department of Transportation, NW Region Traffic Section.

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two-lane two-way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work last less than 7 days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs.

Coordinate with Regional Traffic Section to identify the construction stages that have approved temporary regulatory speed zones documented in a Temporary Speed Zone Declaration. Contact Chad Hines, phone number: (715) 836-7276, secondary contact number: (715) 577-3698.

Contact the Region Traffic Section at least 14-calendar days before installing the temporary speed zone. After installation of the temporary speed zone is complete, notify the Regional Traffic Section with the field location(s) of the temporary speed zone.

Reestablish a 70 mph speed limit for eastbound IH 94 when two lanes of traffic are running on finished lanes during peak hours.

General

Coordinate the location of traffic control devices for Over-Winter Suspension with the engineer and St. Croix County Highway Departments at least one month prior to the installation of these devices. The contact for the St. Croix County Highway Department is Joel Allen, Patrol Superintendent at (715) 245-4203.

Have available at all times experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic in order to perform the necessary construction operations. Provide the engineer with a list for 24-hour contacts. The engineer will be responsible for distributing the contact list.

Coordinate all IH 94 traffic switches and roadway closures with the Wisconsin State Patrol. Costs for Wisconsin State Patrol services associated with IH 94 traffic switches and lane closure setup or take down will be the responsibility of the department. Costs for any additional Wisconsin State Patrol services that are requested by the contractor will be the contractor's responsibility.

Conduct work operations in a manner that causes the least disruption to traffic movements on IH 94 and all interchanges and crossroads within the project limits. Do not directly cross the live lanes of IH 94 with any vehicle or piece of construction equipment. Do not haul across, unload materials from, stop in, or otherwise interfere with traffic on any portion of IH 94. All access to IH 94 by construction equipment shall be approved by the engineer.

For any specific work area within the project limits, do not perform work in the median concurrently with work in the outside lane or outside shoulder of IH 94 with traffic running in-between the work areas.

Provide the engineer with a hauling plan prior to the preconstruction conference. Include the proposed locations of points of entry and traffic control to be used. Obtain approval from the engineer for all arrangements for handling traffic during construction operations.

Flagging operations will not be permitted on IH 94.

Do not use maintenance crossings connecting eastbound and westbound roadways of IH 94 during construction operations unless the median lanes are closed to traffic. The contractor is responsible for maintaining and restoring all maintenance crossings to their original condition upon completion of this contract.

Do not perform work in the median concurrently with work in the outside lane or outside shoulder with IH 94 traffic running between work areas.

Construction traffic cannot travel counter-directional adjacent to IH 94 traffic except for removal of traffic control devices for lane opening operations.

Equip all construction vehicles and equipment entering or leaving live traffic lanes with a hazard identification beam (flashing yellow signal). The beam shall be activated when merging into or exiting a live traffic lane.

Cover completely any conflicting signs in the project area.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place without the approval of the engineer. Replace or repair all damage done to the above, caused by construction operations, at contractor expense.

Prior to opening lane closures to traffic, place temporary or permanent pavement marking, including all lane lines and edge lines removed during previous construction stages.

Do not park or store any equipment, vehicles, or construction materials within 30 feet of the edge of live lanes carrying IH 94 traffic or within 100 feet of mainline crossovers unless protected by concrete barrier. In the event of an emergency, protect any equipment, vehicles, or construction materials which remain within 30 feet of the edge of a traffic lane during non-working hours with temporary roadside barrier according to the standard specifications and meeting the requirements of the AASHTO Roadside Design Guide.

5. Lane Rental Fee Assessment.

A General

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

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

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

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

B Lane Rental Fee Assessment

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

- \$4,000 per lane, per direction of travel, per hour broken into 15-minute increments

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

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

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

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

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

stp-108-065 (20161130)

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, July 2, 2021 to 6:00 AM Tuesday, July 6, 2021 for Independence Day;
- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day;
- From noon Wednesday, November 24, 2021 to 6:00 AM Friday, November 26, 2021 for Thanksgiving Day;
- 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;
- From noon Wednesday, November 23, 2022 to 6:00 AM Friday, November 25, 2022 for Thanksgiving Day;
- From noon Friday, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Friday, June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day;
- From noon Wednesday, November 22, 2023 to 6:00 AM Friday, November 24, 2023 for Thanksgiving Day.

stp-107-005 (20210113)

7. Utilities.

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

stp-107-065 (20080501)

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed, and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility owner not less than three working days before the site will be ready for the utility owner to begin its work.

Projects 1021-00-78 and 1021-00-79

Baldwin Telecom, Inc. has two underground fiber optic facilities in casings crossing IH 94 at Station 158+60 EB, in the CTH NN east right-of-way. In conflict with piers and footings for structures B-55-270 and B-55-271. Baldwin Telecom, Inc. will relocate conflicting facilities by boring a new fiber optic facility under IH 94 east of CTH NN at Station 162+50. Work will be completed prior to construction activities under this contract.

The following utility companies have facilities within the project area; however, no conflicts are anticipated:

AT&T Legacy

CenturyLink Communications, LLC

Level 3 Communications LLC

St Croix Electric Cooperative

Projects 1021-04-77 and 1021-04-78

AT&T Legacy has an underground fiber duct package in the south IH 94 right-of-way through the project area that was in conflict with Ramp 'B' and structure B-55-0285 construction. The facilities were relocated to 5' inside the final right-of-way from Station 36+50 'B', RT to Station 45+15 'B', RT. The relocation was completed in November 2020.

Baldwin Telecom has facilities crossing IH 94 at Station 61+65 EB. No conflicts anticipated.

CenturyLink Communications, LLC has underground fiber facilities in the south IH 94 right-of-way through the project area that were in conflict with Ramp 'B' and structure B-55-0285 construction. The facilities were relocated to 5' inside the final right-of-way from Station 36+50 'B', RT to Station 45+15 'B', RT. The relocation was completed in November 2020.

Level 3 Communications LLC has an underground fiber duct package in the south IH 94 right-of-way through the project area that was in conflict with Ramp 'B' and structure B-55-0285 construction. The facilities were relocated to 5' inside the final right-of-way from Station 36+50 'B', RT to Station 45+15 'B', RT. The relocation was completed in November 2020.

Xcel Energy has overhead facilities crossing IH 94 at Station 54+15 EB. No conflicts anticipated.

8. Other Contracts.

Other projects may be under construction concurrently with the work under this contract. Projects may include department or other local projects. Coordinate trucking activities, work zone traffic control, roadway and lane closures, and other work items as required with other projects.

9. 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 Nick Schaff at (715) 836-2068.

stp-107-054 (20210113)

10. 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 Stacie Lambele at (715) 577-2967. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

11. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - 4.1. Washing with ~212 F water (steam clean), or
 - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

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

stp-107-055 (20130615)

12. 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)

13. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

B-55-0017

Paul M. Garvey, License Number All-117079, inspected Structure B-55-0017 for asbestos on September 11, 2017. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Stacie Lambele, (715) 577-2967.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Stacie Lambele, WisDOT Northwest Region, 718 West Clairemont Avenue, Eau Claire, WI 54701, (715) 577-2967 and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-55-0017, IH 94 EB over CTH NN
- Site Address: 2.1M E JCT CTH B TO N, S05 T28N R15W
- Ownership Information: Wisconsin Department of Transportation Northwest Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Stacie Lambele
- Phone: (715) 577-2967
- Age: 63 years old. This structure was constructed in 1958.
- Area: 4380 SF of deck

Insert the following paragraph in Section 6.g.:

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

B-55-0018

Paul M. Garvey, License Number All-117079, inspected Structure B-55-0018 for asbestos on September 11, 2017. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Stacie Lambele, (715) 577-2967.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Stacie Lambele, WisDOT Northwest Region, 718 West Clairemont Avenue, Eau Claire, WI 54701, (715) 577-2967 and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-55-0018, IH 94 WB over CTH NN
- Site Address: 2.2M W JCT STH 128 TO N, S05 T28N R15W
- Ownership Information: Wisconsin Department of Transportation Northwest Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Stacie Lambele
- Phone: (715) 577-2967
- Age: 63 years old. This structure was constructed in 1958.
- Area: 4380 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20120615)

14. Erosion Control.

Add the following to standard spec 107.20:

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Immediately re-topsoil graded areas, as designated by the engineer, after grading is completed within those areas. Seed, fertilize, and mulch or erosion mat all topsoiled areas within five working days after placement of topsoil.

15. Hauling Restrictions.

Access points to roadways, including openings in the IH 94 right-of-way fence, for the delivery or hauling of construction materials for this project shall be approved by the engineer before work is started. Access through the IH 94 right-of-way fence will not be permitted unless the nearest IH 94 travel lanes are closed to traffic.

Do not haul construction materials longitudinally along the project inside the IH 94 right-of-way within 30 feet of the live traffic lanes unless the work zone is protected by concrete barrier.

16. IH 94 Right-Of-Way Fence.

Remove and replace the IH 94 right-of-way fence only when the nearest travel lanes are closed to traffic. Coordinate the removal and replacement with the various stages of traffic control and the need for construction access.

Closely follow the removals with new fencing operations. Minimize the time where existing or new right-of-way fence is not in place.

Complete each stage of fencing to coincide with the opening of the nearest travel lanes to traffic. Make such necessary temporary connections so that no gaps are left in the fence between construction stages.

17. Removing Old Structure Over Waterway With Minimal Debris Station 42+50, Item 203.0600.S.01.

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 Structure B-55-012 over the Carr Creek in large sections and 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.
- (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:

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.01	Removing Old Structure Over Waterway With Minimal Debris Station 42+50	LS
stp-203-020 (20190618)		

18. **Removing Old Structure Over Waterway With Minimal Debris Station 43+00, Item 203.0600.S.02.**

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 Structure B-55-013 over the Carr Creek in large sections and 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.
- (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:

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.02	Removing Old Structure Over Waterway With Minimal Debris Station 43+00	LS
stp-203-020 (20190618)		

19. Removing Cable Barrier, Item 204.9090.S.01.

A Description

This special provision describes removing cable barrier, conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Cable Barrier in linear feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Cable Barrier	LF
stp-204-025 (20150630)		

20. Select Borrow, Item 208.1100.

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: granular backfill, grade 2 in accordance to standard spec 209.2.

stp-208-005 (20031103)

21. Base Aggregate Dense 1 1/4-Inch for Lower Base Layers.

Replace standard spec 305.2.2.1(2) with the following:

(2) Unless the plans or special provisions specify otherwise, do the following:

1. Use 1 1/4-inch base throughout the full base depth.
2. Use 3/4-inch base in the top 3 inches of the unpaved portion of shoulders. Use 3/4-inch base or 1 1/4-inch base elsewhere in shoulders.

stp-305-020 (20080902)

22. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.

- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:

1. Selection of test sites.
2. Testing.
3. Necessary adjustments in the process.
4. Process control inspection.

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

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

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

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

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

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

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

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

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

B.3.2.2 Comparison Monitoring

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

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

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

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot 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 subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay as specified in standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all subplot 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 subplot 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 subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If two consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such subplots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the

sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.

- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

stp-460-020 (20181119)

23. Ice Hot Weather Concreting, Item 501.1000.S.

Conform to standard spec 501.3.8.2 except the department will pay for ice at the contract unit price under the Ice Hot Weather Concreting bid item. This special provision only applies to work done under the following contract bid items:

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

Replace standard spec 501.4 and 501.5 with the following:

501.4 Measurement

- (1) The department will measure Ice Hot Weather Concreting by the pound acceptably completed, measured only if the conditions prescribed in standard spec 501.3.8.2 are met.

501.5 Payment

- (1) The department will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
501.1000.S	Ice Hot Weather Concreting	LB

- (2) Payment for Ice Hot Weather Concreting is full compensation for ice used to cool concrete placed in hot weather as specified in standard spec 501.3.8.2.
- (3) The department will not pay directly for the concrete specified under this section. Concrete is incidental to the various bid items using it. Payment under those bid items includes providing all materials, including aggregates and associated aggregate source testing, cement, fly ash, slag, and admixtures; for preparing, transporting, storing, protecting and curing concrete; and for contractor requirements related to testing specified in standard spec 501.3.10.
- (4) If required to remove and replace any concrete damaged by lack of proper protection. Perform this work at no expense to the department.

stp-501-010 (20210113)

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

A Description

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

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

B Materials

B.1 General

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

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

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

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

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

B.2 Fabrication

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

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

B.3 Control of Material

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

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

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

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

C Construction

C.1 General

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

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

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

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

C.2 Splices

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

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

D Measurement

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

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.

stp-505-005 (20190618)

25. Concrete Barrier Temporary Precast.

Perform this work according to standard spec 603 and as hereinafter provided.

If the contractor chooses to store materials, equipment, or other items that are a hazard within 4-feet of the construction zone side (deflection zone) of the barrier, the barrier shall be anchored. The barrier must also be anchored when used on the edge of bridge decks or locations where the drop-off exceeds 2-feet, is steeper than 3H:1V and is less than 4-feet from the side of the barrier closest to the drop off. The system must be anchored as shown in the standard detail drawing.

Where temporary barrier abuts permanent barrier or parapet walls, anchor completely the first two sections of temporary barrier adjacent to the permanent barrier. Anchor the third section of temporary barrier away from the permanent barrier on either end of the temporary barrier. Anchor the fourth section of temporary barrier away from the permanent barrier at the end closest to the permanent barrier. Anchoring of the barrier wall shall be complete prior to installation of the steel rail connection.

26. Cover Plates Temporary, Item 611.8120.S.

A Description

This special provision describes providing and removing steel plates to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

B Materials

Provide a 0.25 inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary 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 NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.
stp-611-006 (20151210)

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

A Description

This special provision describes providing socketed high-tension TL-4 cable guard meeting the National Cooperative Highway Research Program (NCHRP) Report 350, Test Level 4.

B Materials

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

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

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

B.2 Design Requirements

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

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

If soils information is not in the plan contact the NW Region Soils Engineer, Orville King, at (715) 392-7954.

C Construction

Construct concrete as specified in standard spec 501.

Construct steel reinforcement as specified in standard spec 505.

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

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

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

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

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

D Measurement

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

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

E Payment

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

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

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

stp-613-010 (20170615)

28. Crash Cushions Temporary.

Complete work according to standard spec 614 and as hereinafter provided.

Add the following to standard spec 614.3.4:

Locate the manufacturer's foundation pad adjacent to the existing paved shoulder. Provide a transition foundation pad section using a 15:1 taper rate after the required manufacturer's crash cushion foundation pad. The transition foundation pad shall be the same width as the manufacturer's crash cushion foundation pad where they meet and transition to match the edge of pavement/shoulder. Construct this transition piece using identical materials and depths used for the crash cushion pad. Place aggregate base course behind the transition pad section to blend to existing slopes. The transition foundation pad shall be incidental to item Crash Cushions Temporary.

29. Salvaged Rail.

Perform this work according to the pertinent requirements of standard spec 204 and standard spec 614 and as hereinafter provided.

Completely disassemble the existing beam guard and carefully remove all salvageable posts, blocks, guardrail and hardware (brackets, reflectors, nuts, washers, bolts and other appurtenances) in a manner that will preclude any damage (cutting or destructive measures are not allowed). Store the salvaged materials on the right-of-way, outside the limits of construction at a location approved by the engineer. Store salvaged materials as follows:

- Posts – Banded and neatly stacked on pallets.
- Blocks - Banded and neatly stacked on pallets.
- Beams - Banded and neatly stacked on pallets.
- Hardware – In 5-gallon pails or burlap sacks.

Upon completion of the removal and storage of salvageable materials, contact Joel Allen, St. Croix County Patrol Superintendent at (715) 245-4203. The county will inspect the materials and will have the right to reject any damaged or otherwise unacceptable materials.

Remove all other materials from the right-of-way and properly dispose of them, including items rejected by St. Croix County.

This work also includes entirely removing the posts and backfilling their hole as necessary.

30. 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.

stp-642-010 (20210113)

31. Traffic Control Interim Lane Closure, Item 643.4100.S.

A Description

This special provision describes closing a freeway/expressway traffic lane.

B (Vacant)

C Construction

Install and reposition traffic control devices as required to close a traffic lane. Remove and return the devices to their previous configuration when the closure is no longer required.

D Measurement

The department will measure Traffic Control Interim Lane Closure as each individual reposition/return cycle, acceptably completed. The department will not measure additional moves or configuration changes as might be required solely to accommodate the contractor's operations.

The department will measure the closures by traffic lane and roadway. The department will not measure multiple closures in the same traffic lane on a project.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.4100.S	Traffic Control Interim Lane Closure	EACH

Payment is full compensation for closing and re-opening the affected traffic lane.

stp-643-030 (20170615)

32. Optimized Aggregate Gradation Incentive, Item 715.0710.

Description

This special provision describes optional contractor optimized aggregate gradation, optional optimized mixture designs, and associated additional requirements for class 1 concrete used in concrete pavements. Conform to standard specification part 7 and as follows:

Optimized Aggregate Gradation

Replace standard spec 715.2.2 with the following:

A Job Mix Formula (JMF) contains all of the following:

- Proportions for each aggregate fraction conforming to table 1.
- Individual gradations for each aggregate fraction.
- Composite gradation of the combined aggregates including working ranges on each sieve in accordance with table 2.

Submit the target JMF and aggregate production gradation test results to the engineer for review 10 business days before initial concrete placement.

TABLE 1 TARANTULA CURVE GRADATION BAND

SIEVE SIZES	PERCENT RETAINED
2 in.	0
1 1/2 in.	≤ 5
1 in.	≤16
3/4 in.	≤ 20
1/2 in.	4-20
3/8 in.	4-20
No. 4	4-20
No. 8 ^[1]	≤12
No. 16 ^[1]	≤12
No. 30 ^{[1] [2]}	4-20
No. 50 ^[2]	4-20
No. 100 ^[2]	≤10
No. 200 ^[2]	≤ 5.0

^[1] Minimum of 15% retained on the sum of the #8, #16, and #30 sieves.

^[2] Conform to 24-34% retained of fine sand on the #30-200 sieves.

TABLE 2 JMF WORKING RANGE

SIEVE SIZES	WORKING RANGE ^[1] (PERCENT)
2 in.	+/- 5
1 1/2 in.	+/- 5
1 in.	+/- 5
3/4 in.	+/- 5
1/2 in.	+/- 5
3/8 in.	+/- 5
No. 4	+/- 5
No. 8	+/- 4
No. 16	+/- 4
No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2
No. 200	+/- 2

^[1] Working range limits of composite gradation based on moving average of 4 tests.

Replace standard spec 710.5.6 with the following:

Determine the complete gradation, including P200, using a washed analysis for both fine and coarse aggregates. Test each stockpile for each component aggregate once per 1,500 cubic yards during concrete production.

Take samples by one of the following sampling methods:

1. At the belt leading to the weigh hopper.
2. Working face of the stock piles at the concrete plant if approved by the engineer.

The department will take independent QV samples using the same sampling method the contractor uses for QC sampling. QV samples may be taken by the contractor's QC personnel if witnessed by the department's QV personnel. The department will split each QV sample and retain half for all dispute resolutions. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

If, during concrete production, the moving average of four for any sieve fall outside the allowable JMF working range do the following:

1. Notify the engineer of the test results within 1 business day from the time of sampling.
2. Make immediate adjustments to the JMF, within the limits specified in Table 3;
3. Review JMF adjustments with the engineer. Both the contractor and engineer will sign the adjusted JMF if the adjustments comply with Table 3.
4. If the moving average of four falls outside the adjusted allowable working range, stop production and provide a new mix design including JMF to the engineer.

TABLE 3 ALLOWABLE JMF ADJUSTMENTS

SIEVE SIZES	ALLOWABLE ADJUSTMENT (PERCENT)
$\geq$ No. 4	+/- 5
No. 8 – No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2

Dispute Resolution

The department will resolve disputes as specified in standard spec 106.3.4.3.5 using QV split samples.

Sublot and Lot Size

A sublot consists of up to 1,500 cubic yards. A lot consists of two sublots.

Optimized Concrete Mixtures

The contractor may use a reduced cementitious content for concrete pavement placed if the contractor does the following:

1. Use an optimized aggregate gradation as defined in this special provision.
2. Conform to the additional testing requirements for flexural strength as specified in the contract special provisions.
3. Submit aggregate gradation result records no more than 2 years old when developing the mix design.
4. Determine the volume of voids in the optimized aggregates using ASTM C29.
5. Download and follow the instructions tab of the Optimized Gradation and Mix Design Spreadsheet located at:
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
6. Design an appropriate paste content based upon the Performance-based PCC Mix Design Guide located at:
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
7. Provide a minimum V_{paste}/V_{voids} of 1.25. (Paste/Void ratio equals the volume of paste divided by the volume of voids.)
8. Evaluate workability of trial batches by following section 6.8 of AASHTO Draft Performance Engineered Concrete Pavement Mixtures Specifications located at:
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
9. Submit trial batch workability results when submitting the mix design.
10. Submit the CP Tech center computer spreadsheet concrete mix design to the engineer for review at least 3 business days before producing concrete.
11. Provide a minimum cement content of 520 pounds per cubic yard, except if using type I, II, or III cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.

12. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for cement. For binary mixes use up to 30% fly ash or slag. For ternary mixes use up to 30% fly ash plus slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
13. See CMM 8-70.2.2.3 for additional guidance.

Measurement

The department will measure Optimized Aggregate Gradation Incentive by the dollar, for each combined averaged lot of QC test results meeting Table 1.

Payment

The department will pay incentive of 3 percent of the contract unit price for concrete pavement under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
715.0710	Optimized Aggregate Gradation Incentive	DOL
stp-715-005 (20200629)		

33. Concrete Pavement Flexural Strength.

This special provision describes accepting concrete pavement based on flexural strength. Conform to standard spec part 7 as modified in this special provision.

Add the following to standard spec table 701-2:

TEST	TEST STANDARD
Flexural Strength of Concrete	AASHTO T97

Replace standard spec 710.5.5 with the following:

710.5.5 Strength

- (1) Cast all 6-inch by 12-inch cylinders or 6-inch x 6-inch x 21-inch beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and subplot or location on the project it represents.
- (2) Provide facilities for initial curing. For up to 48 hours after casting, maintain the temperature adjacent to the specimens in the range of 60 to 80 F and prevent moisture loss. Between 24 and 48 hours after casting, transport the specimens to a department-qualified laboratory for standard curing until testing at 28 days.
- (3) Determine the 28-day strength of each specimen in psi. Test each specimen to failure. Use a testing machine that automatically records the date, time, rate of loading, and maximum load of each specimen. Provide a printout of this information for each specimen tested.

Replace standard spec 715.2.1(2) with the following:

- (2) The contractor need not provide separate laboratory mix designs for high early strength concrete nor provide routine 28-day strength tests during placement for high early strength concrete.

Replace standard spec 715.2.3.1(1) with the following:

- (1) Use at least 5 pairs of beams to demonstrate the flexural strength of a mix design. Use either laboratory strength data for new mixes or field strength data for established mixes. Demonstrate that the 28-day flexural strength of the proposed mix will equal or exceed the 85 percent within limits criterion specified in 715.5.2.

Replace standard spec 715.3.1.1(1) with the following:

- (1) Provide slump, air content, concrete temperature, and strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast 3 specimens for strength evaluation.

Replace standard spec 715.3.1.3(1) with the following:

- (1) The department will perform verification testing for air content, slump, temperature, and strength at a minimum of 1 verification test per lot.

Replace standard spec 715.3.2.1 with the following:

715.3.2.1 General

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the strength of contractor QC specimens. The department will use flexural strength for pavements and compressive strength for structures. The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer approved non-shrink grout, and provide traffic control during coring.
- (2) Randomly select 2 QC strength specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day subplot average strength as follows:
 - If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
 - If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

Replace standard spec 715.3.2.2.1 with the following:

715.3.2.2.1 Pavement

- (1) If a subplot strength is less than 500 psi, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal. Cut and test cores according to AASHTO T24 as and where the engineer directs. Have an HTCP-certified PCC technician I perform or observe the coring.
- (2) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 2500 psi or greater or the engineer does not require coring.
- (3) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

Replace standard spec 715.5.1 with the following:

715.5.1 General

- (1) The department will pay incentive for strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0415	Incentive Strength Concrete Pavement	DOL
715.0502	Incentive Strength Concrete Structures	DOL
- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Pavement and Disincentive Strength Concrete Structures administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to the lower specification limit of 650 psi for pavements and 4000 psi for structures. The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.1.
- (5) Submit strength results to the department electronically using the MRS software. The department will validate contractor data before determining pay adjustments.
- (6) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

Replace standard spec 715.5.2 with the following:

715.5.2 Pavements

- (1) The department will adjust pay for each lot using equation "QMP 6.01" as follows:

Percent within Limits (PWL)	Pay adjustment (dollars per square yard)
≥ 95 to 100	$(0.2 \times \text{PWL}) - 19$
≥ 85 to < 95	0
≥ 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 600 psi by \$2 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane. The department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

34. **Installing and Maintaining Bird Deterrent System, Item 999.2000.S.01 Station 43+00 WB; Installing and Maintaining Bird Deterrent System, Item 999.2000.S.02 Station 158+31.35 WB.**

A Description

This special provision describes inspecting, installing and/or maintaining approved deterrents that prevent migratory bird nesting on bridges and culverts. Swallows or other migratory birds' nests have been observed on or under the existing culvert or bridge at the station identified. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

B Materials

B.1 Hardware and Lumber

Pressure treated lumber shall conform to the requirements of standard spec 507.

Hardware and fastening devices shall be either galvanized or stainless steel. Fastening device and system must be approved by the engineer prior to installation on culverts and bridges that will remain in service after removal of deterrent systems. The method of fastening should not compromise the culvert or bridge concrete surfaces or steel protection systems. The attachment locations must be restored and repaired as needed by use of engineer approved fillers, sealers and paint systems.

B.2 Netting Materials

Exclusion netting is material either wrapped around or draped and fastened to bridge decks/abutments and culvert corners to prevent bird entry.

Furnish exclusionary netting to deter nesting in bridge decks and abutments and corners of box culverts, consisting of either:

- 1/2" x 1/2" or 3/4" x 3/4" knotless, flame resistant, U.V. stabilized polyethylene netting with minimum 40-pound breaking strength per strand, or engineer proved equal.
- Galvanized wire mesh (hardware cloth) with a wire diameter of .040 inches (19-gauge) and opening width of 1/2-inch.

Furnish 1" x 2" pressure treated lumber of equal length as the netting.

B.3 Plastic Strip Curtain

Plastic strip curtains are strips of plastic attached to vertical surfaces in areas suitable for nesting.

Furnish 3-foot wide lengths of 6 mil minimum plastic sheeting with the lower 2 feet cut into vertical strips 2 inches wide.

Furnish 1" x 2" treated wood and galvanized staples to attach plastic strips to wood to fabricate the strip curtain.

Furnish concrete screws to attach strip curtain to structure.

B.4 Corner Slope Materials

Corner slopes are pieces of curved plastic placed in corners suitable for nesting. They are particularly effective in preventing nesting in top corners of box culverts.

Furnish U.V. stabilized pre-fabricated PVC or polycarbonate corner slopes from commercial bird-deterrent manufacturers such or an approved equal.

C Construction

C.1 General

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin Department of Natural Resources transportation liaison at Amy Lesik, at (715) 495-1903, or the department regional environmental coordinator Nich Schaff, at (715) 225-9461.

Efforts should be made to release trapped birds, unharmed.

C.2 Nest Removal

Remove unoccupied nests prior to the beginning of the nesting season as designated in Prosecution and Progress. Nest removal involves the removal and disposal of unoccupied or partially constructed nests without eggs or nestlings. Removing all evidence of nesting (e.g. cleaning droppings from structures) eliminates a visual cue for a potential breeding location, especially for first-time breeders. Nest removal is not a type of deterrent and does not prevent nest establishment but can delay the process. As such, it should only be used in conjunction with other methods. It cannot be used on its own to ensure compliance. However, nest removal is not required if deterrents are installed before the start of the avoidance window.

Remove nests on the structure by scraping or pressure washing prior to established avoidance windows to deter nesting. Remove only unoccupied or partially constructed nests without eggs or nestlings. Remove newly built nests every two days before eggs are laid. Nest removal is intended to be used prior to and in conjunction with other nesting deterrents.

C.3 Exclusion Netting

C.3.1 Installation

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Eliminate any loose pockets or wrinkles that could trap and entangle birds. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

For culverts, attach netting at a 45-degree angle at the culvert corner so it extends at least 12" below the corner.

C.4 Plastic Curtains

C.4.1 Installation

Attach plastic curtains along the entire length of vertical surface or corner on which nest building is to be deterred. Affix plastic curtain strips to treated lumber with staples spaced a minimum of 1 foot O.C. Wrap plastic curtains around lumber prior to attaching it to the structure to reduce the likelihood of it tearing out at the staples. Screw lumber into the underside of the bridge deck or top of box culvert with concrete screws placed 24-inches O.C. minimum.

C.5 Corner Slopes

C.5.1 Installation

Attach corner slopes to the structure per the manufacturer's recommendations. Use urethane-based adhesives if manufacturer supplied hardware or adhesives are not available or no recommendations are provided. Install end caps or seal ends of corner slopes to prevent entry of birds or other animals.

C.6 Inspection and Maintenance

Inspect bird deterrent devices every two weeks both during and prior to construction when deterrents have been installed to exclude birds prior to nesting windows, and after large storm events or high winds. Ensure that netting is taut, that no gaps or holes have formed, and that the nets are functioning properly. Ensure that corner slopes are not cracked or otherwise damaged and are functioning properly. Ensure that curtains are undamaged, with no tears, holes, or creases. Repair any damaged or loose deterrent devices. Inspect, maintain, and repair nesting deterrents whether installed by the contractor or others. Repair, replace, supplement deterrents as necessary with materials meeting the requirements of this specification.

Remove any unoccupied or partially constructed nests without eggs or nestlings

Repair deterrents to prevent birds from attempting to nest again.

Record all inspection, removal, and maintenance activities. Provide inspection, removal and maintenance records to the engineer upon request.

C.7 Removal and Structure Repair

Maintain the deterrent until the engineer determines that the deterrent is deemed no longer necessary. Upon completion of the project, remove any remaining migratory bird deterrent from the project site. If the existing bridge or culvert is to remain after construction, restore and repair as needed by use of engineer approved fillers, sealers and paint systems.

D Measurement

The department will measure Installing and Maintaining Bird Deterrent System as a single unit at each structure, acceptably completed.

The department will measure Maintaining Bird Deterrent System as a single unit at each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.2000.S.01	Installing and Maintaining Bird Deterrent System Station 43+00 WB	EACH
999.2000.S.02	Installing and Maintaining Bird Deterrent System Station 158+31.35 WB	EACH

Payment for Installing and Maintaining Bird Deterrent System is full compensation for providing and installing deterrents that prevent migratory bird nesting; removing and disposing of unoccupied or partially constructed nests without eggs or nestlings; maintaining, repairing, replacing, supplementing, existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

Payment for Maintaining Bird Deterrent System is full compensation for inspecting structures for the presence of migratory birds, inspecting deterrents installed by others; maintaining, repairing, replacing, and supplementing existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

stp-999-200 (20210113)

35. Relocate Ground Mount DMS, Item SPV.0060.01.

A Description

This special provision describes relocating a roadside Dynamic Message Sign and all associated equipment as indicated on the plans.

B Materials

Provide all tools and equipment necessary to relocate the roadside DMS and all associated equipment. Associated equipment includes all existing items at the roadside DMS, including but not limited to, pole-mounted cabinet and contents, breaker disconnect box, cellular modem, mounting hardware, and cables/wires. Removal of the DMS sign supports and concrete bases will be paid for under other bid items. New structural steel sign supports, and concrete masonry sign supports will be paid for under other bid items.

C Construction

Prior to relocating, the Field System Integrator must determine if the roadside DMS is fully functional. If any part of the roadside DMS is found to not meet original manufacturer's specifications, contact Dean Beekman of the WisDOT Traffic Management Center at (414) 227-2154.

Carefully relocate the existing roadside DMS and associated equipment as indicated on the plans. Fasten the field cabinet securely onto the sign support. Provide bolted stainless steel connections with lock washers, locking nuts, or other engineer-approved means to prevent the connection nuts from backing off. Isolate dissimilar materials from one another using stainless steel fittings. Make all power connections to the cabinet as specified in standard spec 656.

Connect the power and control cables according to the manufacturer's recommendations. Bond the bottom of the sign structure to one or more ground rods. Use exothermic welding at each end of the ground wire (unless the steel structure has a suitable grounding lug). Use an AWG # 6 solid, bare copper wire to bond the sign structure to the ground rod(s). Use a device that measures resistance to ground using the three-point fall-of-potential method to ensure that the resistance from the sign's ground bar to ground does not exceed 4 ohms. Add more ground rods, if necessary, to achieve this requirement. All grounding components will be considered incidental to Relocate Roadside DMS.

Storage of materials during the relocation process is the responsibility of the contractor and is incidental to this item.

Any materials which are damaged during the relocation process will be repaired or replaced at the expense of the contractor

D Measurement

The department will measure Relocate Ground Mount DMS by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Relocate Ground Mount DMS	EACH

Payment is full compensation for relocating the roadside DMS, field cabinet, equipment in the cabinet, and any other associated equipment; for making all wiring/conduit connections; and for any storage of the DMS required between removal and reinstallation.

36. Traffic Control Vertical Panels, Item SPV.0060.02.

A Description

This special provision describes the furnishing and installing vertical panels, their supporting posts, and surface-mounted bases according to the MUTCD and pertinent requirements of standard spec 643.

B Materials

Provide vertical panels and flexible supporting posts made of non-metallic material that have a reactive spring so as to be resistant to direct wheel impacts with speeds up to 60 mph and have the capability of immediately restoring itself to a vertical position when struck by a standard vehicle.

The surface-mounted bases shall have a maximum size of 8 inches square and shall not be a hazard to vehicles.

Provide new and unused vertical panels, supporting posts, and bases.

Provide vertical panels with alternating orange and white reflective stripes according to MUTCD. The panels shall face direction of traffic as indicated on the plans and shall have an overall height above the pavement of 36 inches. The dimensions of the reflective sheeting shall be 12 inches by 24 inches. Reflective sheeting shall meet the requirements of standard spec 637.2.2.2 and shall be suitable for use on reboundable traffic control devices. The alternating orange and white stripes shall slope downward when facing the panel in the direction traffic is to flow.

C Construction

Attach vertical panels and supporting posts to the bases according to the manufacturer's recommendations. The bases shall be fastened to the pavement using the manufacturer's recommendations.

D Measurement

The department will measure Traffic Control, Vertical Panels in place by each individual panel, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Traffic Control Vertical Panels	EACH

Payment is full compensation for furnishing, installing, and removing the vertical panels, their supporting posts, bases and mounting hardware.

37. Manholes Special 4-FT Diameter Temporary, Item SPV.0060.03.

A Description

This special provision describes work according to standard spec 611, and as hereinafter provided.

B Materials

Conform to standard spec 611.2.

C Construction

Conform to standard spec 611.3. Construct temporary 4-foot diameter manholes to accommodate drainage of the IH 94 median during stage construction at locations shown in the plans, according to pertinent plan details, and as directed by the engineer.

Provide a minimum 8-inch precast reinforced concrete flat slab cover with no opening, as the temporary manholes will be buried during various stages of the project. No frames, grates, or lids are required. Make inlet connections to temporary culvert pipes draining the temporary median ditches. Make outlet connections to temporary culvert pipes draining to existing median inlets. Adjust or reconstruct the temporary manholes as necessary to accommodate each successive construction stage for as long as the manhole is needed in the contract work.

D Measurement

The department will measure Manholes Special 4-FT Diameter Temporary as each individual manhole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Manholes Special 4-FT Diameter Temporary	EACH

Payment is full compensation for providing materials, including masonry, concrete cover, conduit connections, and other fittings as required; for excavating, backfilling, and disposing of surplus material; for adjusting or reconstructing the manhole as necessary; and for removing the manhole and cover when no longer needed in the contract work.

- 38. Project Concrete Crack Mitigation and Repair, 1021-00-78, Item SPV.0105.01;
Project Concrete Crack Mitigation and Repair, 1021-00-79, Item SPV.0105.02;
Project Concrete Crack Mitigation and Repair, 1021-04-77, Item SPV.0105.03;
Project Concrete Crack Mitigation and Repair, 1021-04-78, Item SPV.0105.04.**

A Description

This special provision describes work according to standard spec 415, and as hereinafter provided.

B (Vacant)

C Construction

Provide the engineer with HIPERPAV analysis 3 days prior to the placement of Concrete Pavement 12 ½ Inch. If seven calendar days elapse between staging paving operations, an additional analysis of HIPERPAV may be requested by the engineer.

If cracks occur, selection of repair type shall be as specified in Procedure 4-24 of the Construction and Materials Manual (CMM).

D Measurement

The department will measure Project Concrete Crack Mitigation and Repair by the 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	Project Concrete Crack Mitigation and Repair, 1021-00-78	LS
SPV.0105.02	Project Concrete Crack Mitigation and Repair, 1021-00-79	LS
SPV.0105.03	Project Concrete Crack Mitigation and Repair, 1021-04-77	LS
SPV.0105.04	Project Concrete Crack Mitigation and Repair, 1021-04-78	LS

Payment is full compensation for performing mix design HIPERPAV analysis, mix design adjustments and corrections as per Project Concrete Crack Mitigation and Repair, all PCC pavement repairs, mobilization, all necessary traffic control devices.

Fifty percent payment of this item will be paid to the contractor after the completion of the first HIPERPAV analysis. The remaining fifty percent will be paid for upon final project acceptance.

- 39. Temporary Bridge Widening B-55-12, Item SPV.0105.05.**

A Description

This special provision describes the design, construction and maintenance of a temporary bridge widening as shown on the contract plans conforming to standard spec 526 as modified in this special provision.

B Materials

B.1 Design

Design the temporary bridge widening conforming to AASHTO LRFD Bridge Design Specifications and AASHTO LRFD Bridge Construction Specifications, Article 3.5. Design the temporary bridge widening using the requirements for a permanent bridge, with the following exceptions: no future wearing surface dead load to be included; include full HL-93 live load in the loading; bar steel reinforcement need not be epoxy coated; steel girders, if used, need not be painted; and fatigue need not be checked for steel superstructures.

The temporary bridge widening shall span the stream as shown on the contract plans. The structure shall have a minimum roadway width as shown on the contract plans as measured between the faces of the existing concrete barrier to remain and the barriers included in the temporary bridge widening at right angles to the toe of the barriers. The temporary bridge widening shall not reduce the vertical freeboard by more than is shown on the contract plans without prior approval from the engineer.

The design details must provide a means of connecting the new and existing portions of the deck. Details shall be reviewed and accepted by the WisDOT Bureau of Structures Design Section.

If contractor owned structural steel beams are utilized for the temporary widening, they are to be sound continuous material, free from large holes and defects. Use of these members is subject to the approval of the engineer. Welded splices of existing steel beams are not permitted in the temporary widening.

For multi-column piers, consider the cap connections to the existing cap as pinned and design the new portion to the latest AASHTO LRFD Bridge Design Specifications criteria. The new column(s) are not required to meet LRFD 3.6.5 (600 kip loading).

Columns may need to be added for additional vertical support.

Widen abutments to current LRFD criteria.

Design foundation support to current LRFD criteria based on existing subsurface and geotechnical data for the existing bridge, and subsurface and geotechnical data for the structures to be constructed after removal of the temporarily widened bridge. Contractor to request these files from the engineer.

Design the structure – both superstructure and substructure – with dimensions sufficient to not constrict stream flow during use. Align piers with existing pier configuration and place parallel to stream flow in order to maintain the hydraulic opening as shown on the contract plans.

All temporary shoring and other secondary structure items required to construct the temporary bridge widening are to be included as a part of this bid item.

B.2 Plan Requirements and Submittals

Provide contractor plans, shop drawings and design computations, signed and sealed by a professional engineer registered in the State of Wisconsin, for the temporary widened structure. Submit as shop drawings to the engineer and WisDOT Bureau of Structures electronically. Allow the following time period in the construction schedule: 14 calendar days after the first receipt of plans by WisDOT for a complete initial review of the design and plans submittal, and an additional 14 calendar days for any necessary revisions and/or corrections.

The department will return plans (electronically) from this submittal, and any subsequent submittals, to the contractor; either indicating acceptance or marked with required revisions and/or corrections. Provide the engineer copies of final plans to be used in construction.

C Construction

Construct temporary widening conforming to standard spec part 5: Structures. Backfill excavations conforming to standard spec 206.3.13 with structure backfill conforming to standard spec 210.2.

D Measurement

The department will measure the Temporary Bridge Widening (Structure) bid items as a single lump sum for each bridge widening, 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.0105.05	Temporary Bridge Widening B-55-12	LS

Payment for the Temporary Bridge Widening bid item is full compensation for providing a temporary widened bridge including design, materials and construction; for backfilling with structure backfill; and for maintaining.

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 (number) TrANS Apprentice(s) be utilized on this contract.

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

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).

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

III. IMPLEMENTATION

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

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.

a. Solicitation guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.

- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.
 - i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov
 - ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. *See Sample Contractor Solicitation Letter, Appendix B.* This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
 - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
 - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort
- b. Guidance for Evaluating DBE quotes
 - (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
 - (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes

are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

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

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

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

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

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

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Form DT1506. No contractor, prime or subsequent tier, shall be

paid for completing work assigned to a DBE subcontractor on an approved DT1506 unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE commitment, **they will not be paid for the work**. Any changes to DBE commitment after the approval of Form DT1506 must be reviewed and approved by the DBE Office prior to the change (see Section 9).

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.

- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer,

supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

- (1) Supplies purchased in bulk from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
- (2) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (3) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (4) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (5) When DBE suppliers are contracted, additional documentation must accompany form DT1506 and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?

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

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.

- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

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

A. Issuing a Contract Change Order

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

Contractor Considerations

1. A prime contractor cannot modify the DBE commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DT1506 without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
2. If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
3. The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal.
4. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
5. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
6. The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they 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:

- a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.

- (1) Request should be made when Form DT1506 or when the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

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

GFESAMPLE MEMORANDUM

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

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

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

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

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

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

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

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

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

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

Please check all that apply

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

Prime Contractor 's Contact Person:

DBE Contractor Contact Person:

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

Appendix C

Small Business Network (SBN) Overview

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

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

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-458

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 or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

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

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

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

GFE EVALUATION RUBRIC – PHASE 1

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

GFE EVALUATION RATING LEGEND – PHASE 1

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

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

Rating Scale

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

GFE EVALUATION – PHASE 2

DBE Office completes:

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

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

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

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

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

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

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

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

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

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

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

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

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

[79 FR 59600, Oct. 2, 2014]

APPENDIX G (SAMPLE) Forms DT1506 and DT1202

COMMITMENT TO SUBCONTRACT TO DBE

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

Wisconsin Department of Transportation

Project(s):

Prime Contractor:

County:

Letting Date:

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

Total Value of Prime

Contract:

DBE Contract Goal %:

DBE Contract Goal \$: \$

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

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

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

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

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

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

Instructions For Completing Commitment To Subcontract To DBE Form:

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

Instructions For Completing Attachment A Form:

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

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

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

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

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

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

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



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



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

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

1. Solicitation Documentation:

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

2. Selected Work Items Documentation:

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

3. Documentation of Project Information provided to Interested DBEs:

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

4. → Documentation of Negotiation with Interested DBEs:

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

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

5. → Documentation of Sound Reason for Rejecting DBEs:

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

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

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

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

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

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

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

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

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

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

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

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

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

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

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

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

SOLICITATION LOG

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

SELECTED WORK ITEMS SOLICITED LOG

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

INFORMATION PROVIDED LOG

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

NEGOTIATIONS LOG

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

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

ADDITIONAL SPECIAL 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:

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

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

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

E Payment

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

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

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

Make the following revisions to the standard specifications:

102.1 Prequalifying Bidders

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

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

102.6 Preparing the Proposal

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

102.6.1 General

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

ENTITY SUBMITTING PROPOSALREQUIRED SIGNATURE

Individual The individual or a duly authorized agent.

Partnership A partner or a duly authorized agent.

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

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

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

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

102.6.2 Disadvantaged Business Enterprise (DBE) Commitment

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

102.7.3 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.
 2. 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://wisconsin.gov/Pages/doing-business/contractors/hcci/bid-let.aspx>

103.1 Consideration of Proposals

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

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

107.17.1 General

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

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

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

109.6.3.3 Retainage

Delete paragraph two effective with the December 2020 letting:

450.2.1 Acronyms and Definitions

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

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

450.3.2.8 Jointing

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

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

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

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

460.2.2.3 Aggregate Gradation Master Range

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

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

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

^[1] 14.5 for LT and MT mixes.

^[2] 15.5 for LT and MT mixes.

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

532.3.8 Acceptance and Inspection

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

532.3.8 Acceptance and Inspection

- (1) Demonstrate to the engineer that electrical and mechanical systems for each high mast tower installation are fully operational. The department will not accept an installation until the engineer is satisfied that it functions properly.
- (2) Inspect completed "S" or "L" designated structures before opening to public traffic conforming to the BOS structure inspection manual part 4 for sign, signal, and high mast towers available at:

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

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

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

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

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

550.2.1 Steel Piles and Pile Shells

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

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

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 re-install up to 5% of the posts to verify they were placed to the required plan depth. If a post is embedded less than the required plan depth, the engineer may direct additional sampling. Re-install sampled posts at the locations and to the depths the plans show. Replace posts and other components that are damaged during sampling.
- (6) Provide offset block-mounted reflectors as the plans show.

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.
 3. 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:

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

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

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective November 2020 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

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

Upon completion of the project certify to the engineer, in writing using department form DT4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form DT4567 is available at:

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

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—“

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

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

III. POSTINGS AT THE SITE OF THE WORK

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

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

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

IV. RESOURCES

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

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

"General Decision Number: WI20210010 04/09/2021

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
3	04/09/2021

BRWI0001-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020		

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.68	23.40

BRWI0003-002 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

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 COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

BRWI0011-002 06/01/2020		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0019-002 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

BRWI0034-002 06/01/2020		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

CARP0087-001 05/01/2016		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys

35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

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

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPPEALEAU, 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
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CARPENTER.....	\$ 35.78	22.11
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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

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

ELEC0014-002 06/14/2020

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.98	20.98

ELEC0014-007 07/05/2020

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 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 line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

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

ELEC0159-003 08/02/2020

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

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

ELEC0219-004 06/01/2019

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

	Rates	Fringes
Electricians:		
Electrical contracts over		

\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/31/2020

DOUGLAS COUNTY

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

ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.85	26%+11.20

ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.859	22.871

ELEC0494-005 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

ELEC0494-006 06/01/2020

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

	Rates	Fringes
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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, OZAUCREE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 21.46	18.52
Technician.....	\$ 31.34	20.00

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

ELEC0577-003 06/01/2020

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:.....	\$ 37.41	25.95%+11.11

ELEC0953-001 06/02/2019

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

* ENGI0139-005 06/01/2020

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

HAZARDOUS WASTE PREMIUMS:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes

(excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

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

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

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

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, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2020

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

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

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

IRON0383-001 06/01/2020

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.10	27.06

IRON0498-005 06/01/2019

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

	Rates	Fringes
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IRONWORKER.....	\$ 40.25	40.53
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IRON0512-008 06/03/2019

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

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

IRON0512-021 06/03/2019

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

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

LAB00113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2020

KENOSHA AND RACINE COUNTIES

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

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2020

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

WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

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

Group 6.....\$ 30.35 17.95

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

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

PAIN0108-002 06/01/2019

RACINE COUNTY

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

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

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

PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

PAIN0802-002 06/01/2019

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

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

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

PAIN0802-003 06/01/2019

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 30.93	18.58

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

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

PAIN1011-002 06/02/2019

FLORENCE COUNTY

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

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

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

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,

LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2020

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

WELL DRILLER.....	\$ 16.52	3.70

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

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

August 2018

**NOTICE TO BIDDERS
WAGE RATE DECISION**

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

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

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

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

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



Proposal Schedule of Items

Page 1 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	74.000 STA	_____.	_____.
0004	201.0205 Grubbing	74.000 STA	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	14.000 EACH	_____.	_____.
0008	203.0200 Removing Old Structure (station) 02. 158+31.35 WB	LS	LUMP SUM	_____.
0010	203.0200 Removing Old Structure (station) 03. 160+50.91	LS	LUMP SUM	_____.
0012	203.0200 Removing Old Structure (station) 04. 42+48	LS	LUMP SUM	_____.
0014	203.0200 Removing Old Structure (station) 05. 158+25.29 EB	LS	LUMP SUM	_____.
0016	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 42+50	LS	LUMP SUM	_____.
0018	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 02. 43+00	LS	LUMP SUM	_____.
0020	204.0100 Removing Concrete Pavement	39,552.000 SY	_____.	_____.
0022	204.0120 Removing Asphaltic Surface Milling	5,430.000 SY	_____.	_____.
0024	204.0155 Removing Concrete Sidewalk	18.000 SY	_____.	_____.
0026	204.0165 Removing Guardrail	1,835.000 LF	_____.	_____.
0028	204.0170 Removing Fence	11,890.000 LF	_____.	_____.
0030	204.0180 Removing Delineators and Markers	14.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0195 Removing Concrete Bases	3.000 EACH	_____.	_____.
0034	204.0220 Removing Inlets	11.000 EACH	_____.	_____.
0036	204.9090.S Removing (item description) 01. Cable Barrier	3,475.000 LF	_____.	_____.
0038	205.0100 Excavation Common	132,877.000 CY	_____.	_____.
0040	206.1000 Excavation for Structures Bridges (structure) 01. B-55-0271	LS	LUMP SUM	_____.
0042	206.1000 Excavation for Structures Bridges (structure) 02. B-55-0270	LS	LUMP SUM	_____.
0044	206.1000 Excavation for Structures Bridges (structure) 03. B-55-0281	LS	LUMP SUM	_____.
0046	206.1000 Excavation for Structures Bridges (structure) 04. B-55-0285	LS	LUMP SUM	_____.
0048	206.1000 Excavation for Structures Bridges (structure) 05. B-55-0282	LS	LUMP SUM	_____.
0050	206.1000 Excavation for Structures Bridges (structure) 06. B-55-0286	LS	LUMP SUM	_____.
0052	206.2000 Excavation for Structures Culverts (structure) 01. C-55-19	LS	LUMP SUM	_____.
0054	208.0100 Borrow	119,895.000 CY	_____.	_____.
0056	208.1100 Select Borrow	23,180.000 CY	_____.	_____.
0058	210.1500 Backfill Structure Type A	1,832.000 TON	_____.	_____.
0060	210.2500 Backfill Structure Type B	685.000 TON	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 1021-04-77	LS	LUMP SUM	_____.
0064	213.0100 Finishing Roadway (project) 01. 1021-00-78	1.000 EACH	_____.	_____.
0066	213.0100 Finishing Roadway (project) 02. 1021-00-79	1.000 EACH	_____.	_____.
0068	213.0100 Finishing Roadway (project) 03. 1021-04-77	1.000 EACH	_____.	_____.
0070	213.0100 Finishing Roadway (project) 04. 1021-04-78	1.000 EACH	_____.	_____.
0072	305.0110 Base Aggregate Dense 3/4-Inch	27,685.000 TON	_____.	_____.
0074	305.0120 Base Aggregate Dense 1 1/4-Inch	92,062.000 TON	_____.	_____.
0076	311.0115 Breaker Run	57.000 CY	_____.	_____.
0078	312.0110 Select Crushed Material	40,115.000 TON	_____.	_____.
0080	415.0120 Concrete Pavement 12-Inch	43,635.000 SY	_____.	_____.
0082	415.0410 Concrete Pavement Approach Slab	900.000 SY	_____.	_____.
0084	416.0620 Drilled Dowel Bars	128.000 EACH	_____.	_____.
0086	416.1010 Concrete Surface Drains	24.000 CY	_____.	_____.
0088	416.1110 Concrete Shoulder Rumble Strips	13,555.000 LF	_____.	_____.
0090	450.4000 HMA Cold Weather Paving	1,860.000 TON	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	455.0605 Tack Coat	5,945.000 GAL	_____.	_____.
0094	460.2000 Incentive Density HMA Pavement	7,480.000 DOL	1.00000	7,480.00
0096	460.6223 HMA Pavement 3 MT 58-28 S	6,938.000 TON	_____.	_____.
0098	460.6224 HMA Pavement 4 MT 58-28 S	3,865.000 TON	_____.	_____.
0100	460.6244 HMA Pavement 4 MT 58-34 S	880.000 TON	_____.	_____.
0102	465.0110 Asphaltic Surface Patching	1,155.000 TON	_____.	_____.
0104	465.0125 Asphaltic Surface Temporary	24,650.000 TON	_____.	_____.
0106	465.0315 Asphaltic Flumes	10.000 SY	_____.	_____.
0108	465.0400 Asphaltic Shoulder Rumble Strips	16,900.000 LF	_____.	_____.
0110	501.1000.S Ice Hot Weather Concreting	24,830.000 LB	_____.	_____.
0112	502.0100 Concrete Masonry Bridges	4,178.000 CY	_____.	_____.
0114	502.3200 Protective Surface Treatment	5,643.000 SY	_____.	_____.
0116	502.3210 Pigmented Surface Sealer	979.000 SY	_____.	_____.
0118	502.4205 Adhesive Anchors No. 5 Bar	42.000 EACH	_____.	_____.
0120	503.0128 Prestressed Girder Type I 28-Inch	2,590.000 LF	_____.	_____.
0122	503.0137 Prestressed Girder Type I 36W-Inch	1,855.000 LF	_____.	_____.
0124	504.0100 Concrete Masonry Culverts	101.000 CY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	505.0400 Bar Steel Reinforcement HS Structures	89,475.000 LB	_____.	_____.
0128	505.0600 Bar Steel Reinforcement HS Coated Structures	559,320.000 LB	_____.	_____.
0130	505.0800.S Bar Steel Reinforcement HS Stainless Structures	10,655.000 LB	_____.	_____.
0132	506.2605 Bearing Pads Elastomeric Non-Laminated	216.000 EACH	_____.	_____.
0134	506.4000 Steel Diaphragms (structure) 01. B-55-0271	15.000 EACH	_____.	_____.
0136	506.4000 Steel Diaphragms (structure) 02. B-55-0270	21.000 EACH	_____.	_____.
0138	506.4000 Steel Diaphragms (structure) 03. B-55-0281	18.000 EACH	_____.	_____.
0140	506.4000 Steel Diaphragms (structure) 04. B-55-0285	9.000 EACH	_____.	_____.
0142	506.4000 Steel Diaphragms (structure) 05. B-55-0282	18.000 EACH	_____.	_____.
0144	506.4000 Steel Diaphragms (structure) 06. B-55-0286	9.000 EACH	_____.	_____.
0146	511.1100 Temporary Shoring	1,950.000 SF	_____.	_____.
0148	511.1200 Temporary Shoring (structure) 01. C-55-19	1,660.000 SF	_____.	_____.
0150	511.1200 Temporary Shoring (structure) 02. B-55-0270	650.000 SF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	511.1200 Temporary Shoring (structure) 03. B-55-0285	1,500.000 SF	_____.	_____.
0154	511.1200 Temporary Shoring (structure) 04. B-55-0282	1,350.000 SF	_____.	_____.
0156	511.1200 Temporary Shoring (structure) 05. B-55-0286	300.000 SF	_____.	_____.
0158	516.0500 Rubberized Membrane Waterproofing	181.000 SY	_____.	_____.
0160	520.1015 Apron Endwalls for Culvert Pipe 15-Inch	15.000 EACH	_____.	_____.
0162	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	1.000 EACH	_____.	_____.
0164	520.1036 Apron Endwalls for Culvert Pipe 36-Inch	4.000 EACH	_____.	_____.
0166	520.2015 Culvert Pipe Temporary 15-Inch	2,172.000 LF	_____.	_____.
0168	520.3424 Culvert Pipe Class III-A Non-metal 24-Inch	238.000 LF	_____.	_____.
0170	520.3636 Culvert Pipe Class III-B Non-metal 36-Inch	220.000 LF	_____.	_____.
0172	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	937.000 LF	_____.	_____.
0174	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	278.000 LF	_____.	_____.
0176	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	9.000 EACH	_____.	_____.
0178	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	531.1100 Concrete Masonry Ancillary Structures Type NS	7.000 CY	_____.	_____.
0182	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	870.000 LB	_____.	_____.
0184	550.0020 Pre-Boring Rock or Consolidated Materials	1,470.000 LF	_____.	_____.
0186	550.0500 Pile Points	191.000 EACH	_____.	_____.
0188	550.1120 Piling Steel HP 12-Inch X 53 Lb	3,315.000 LF	_____.	_____.
0190	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	8,140.000 LF	_____.	_____.
0192	601.0576 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type J	50.000 LF	_____.	_____.
0194	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	560.000 LF	_____.	_____.
0196	602.0405 Concrete Sidewalk 4-Inch	160.000 SF	_____.	_____.
0198	603.8000 Concrete Barrier Temporary Precast Delivered	41,750.000 LF	_____.	_____.
0200	603.8125 Concrete Barrier Temporary Precast Installed	57,950.000 LF	_____.	_____.
0202	603.8500 Anchoring Concrete Barrier Temporary Precast	25,325.000 LF	_____.	_____.
0204	603.8505 Anchoring Concrete Barrier Temporary Precast on Bridge Decks	205.000 LF	_____.	_____.
0206	604.0500 Slope Paving Crushed Aggregate	1,380.000 SY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	606.0100 Riprap Light	70.000 CY	_____.	_____.
0210	606.0300 Riprap Heavy	2,068.000 CY	_____.	_____.
0212	611.0430 Reconstructing Inlets	6.000 EACH	_____.	_____.
0214	611.0642 Inlet Covers Type MS	12.000 EACH	_____.	_____.
0216	611.3901 Inlets Median 1 Grate	8.000 EACH	_____.	_____.
0218	611.3902 Inlets Median 2 Grate	2.000 EACH	_____.	_____.
0220	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0222	611.8120.S Cover Plates Temporary	7.000 EACH	_____.	_____.
0224	612.0206 Pipe Underdrain Unperforated 6-Inch	600.000 LF	_____.	_____.
0226	612.0406 Pipe Underdrain Wrapped 6-Inch	1,220.000 LF	_____.	_____.
0228	613.1100.S Cable Barrier Type 1	4,175.000 LF	_____.	_____.
0230	613.1200.S Cable Barrier End Terminal Type 1	4.000 EACH	_____.	_____.
0232	614.0150 Anchor Assemblies for Steel Plate Beam Guard	24.000 EACH	_____.	_____.
0234	614.0220 Steel Thrie Beam Bullnose Terminal	3.000 EACH	_____.	_____.
0236	614.0230 Steel Thrie Beam	253.000 LF	_____.	_____.
0238	614.0360 Steel Plate Beam Guard Temporary	240.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	614.0380 Steel Plate Beam Guard Energy Absorbing Terminal Temporary	1.000 EACH	_____.	_____.
0242	614.0905 Crash Cushions Temporary	10.000 EACH	_____.	_____.
0244	614.0920 Salvaged Rail	1,366.000 LF	_____.	_____.
0246	614.2300 MGS Guardrail 3	4,738.000 LF	_____.	_____.
0248	614.2500 MGS Thrie Beam Transition	576.000 LF	_____.	_____.
0250	614.2610 MGS Guardrail Terminal EAT	10.000 EACH	_____.	_____.
0252	614.2620 MGS Guardrail Terminal Type 2	12.000 EACH	_____.	_____.
0254	616.0100 Fence Woven Wire (height) 01. 4-FT	11,630.000 LF	_____.	_____.
0256	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1021-00-78	1.000 EACH	_____.	_____.
0258	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1021-00-79	1.000 EACH	_____.	_____.
0260	618.0100 Maintenance And Repair of Haul Roads (project) 03. 1021-04-77	1.000 EACH	_____.	_____.
0262	618.0100 Maintenance And Repair of Haul Roads (project) 04. 1021-04-78	1.000 EACH	_____.	_____.
0264	619.1000 Mobilization	1.000 EACH	_____.	_____.
0266	620.0300 Concrete Median Sloped Nose	14.000 SF	_____.	_____.
0268	624.0100 Water	918.000 MGAL	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	625.0500 Salvaged Topsoil	202,495.000 SY	_____.	_____.
0272	627.0200 Mulching	120,920.000 SY	_____.	_____.
0274	628.1504 Silt Fence	15,135.000 LF	_____.	_____.
0276	628.1520 Silt Fence Maintenance	15,135.000 LF	_____.	_____.
0278	628.1905 Mobilizations Erosion Control	11.000 EACH	_____.	_____.
0280	628.1910 Mobilizations Emergency Erosion Control	9.000 EACH	_____.	_____.
0282	628.2002 Erosion Mat Class I Type A	26,510.000 SY	_____.	_____.
0284	628.2004 Erosion Mat Class I Type B	55,065.000 SY	_____.	_____.
0286	628.7005 Inlet Protection Type A	11.000 EACH	_____.	_____.
0288	628.7504 Temporary Ditch Checks	2,280.000 LF	_____.	_____.
0290	628.7560 Tracking Pads	12.000 EACH	_____.	_____.
0292	628.7570 Rock Bags	50.000 EACH	_____.	_____.
0294	629.0210 Fertilizer Type B	127.000 CWT	_____.	_____.
0296	630.0130 Seeding Mixture No. 30	3,050.000 LB	_____.	_____.
0298	630.0200 Seeding Temporary	5,480.000 LB	_____.	_____.
0300	630.0300 Seeding Borrow Pit	2,360.000 LB	_____.	_____.
0302	630.0500 Seed Water	1,148.000 MGAL	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0304	633.0100 Delineator Posts Steel	65.000 EACH	_____.	_____.
0306	633.0500 Delineator Reflectors	65.000 EACH	_____.	_____.
0308	633.1100 Delineators Temporary	332.000 EACH	_____.	_____.
0310	633.5200 Markers Culvert End	12.000 EACH	_____.	_____.
0312	634.0614 Posts Wood 4x6-Inch X 14-FT	28.000 EACH	_____.	_____.
0314	634.0616 Posts Wood 4x6-Inch X 16-FT	6.000 EACH	_____.	_____.
0316	635.0200 Sign Supports Structural Steel HS	3,535.000 LB	_____.	_____.
0318	637.2230 Signs Type II Reflective F	12.000 SF	_____.	_____.
0320	638.2101 Moving Signs Type I	1.000 EACH	_____.	_____.
0322	638.2102 Moving Signs Type II	27.000 EACH	_____.	_____.
0324	638.3000 Removing Small Sign Supports	27.000 EACH	_____.	_____.
0326	638.3100 Removing Structural Steel Sign Supports	5.000 EACH	_____.	_____.
0328	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0330	643.0300 Traffic Control Drums	58,975.000 DAY	_____.	_____.
0332	643.0420 Traffic Control Barricades Type III	5,710.000 DAY	_____.	_____.
0334	643.0705 Traffic Control Warning Lights Type A	8,150.000 DAY	_____.	_____.
0336	643.0715 Traffic Control Warning Lights Type C	20,280.000 DAY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	643.0800 Traffic Control Arrow Boards	1,830.000 DAY	_____.	_____.
0340	643.0900 Traffic Control Signs	28,360.000 DAY	_____.	_____.
0342	643.0920 Traffic Control Covering Signs Type II	9.000 EACH	_____.	_____.
0344	643.1051 Traffic Control Signs PCMS with Cellular Communications	1,820.000 DAY	_____.	_____.
0346	643.4100.S Traffic Control Interim Lane Closure	215.000 EACH	_____.	_____.
0348	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0350	645.0105 Geotextile Type C	186.000 SY	_____.	_____.
0352	645.0111 Geotextile Type DF Schedule A	622.000 SY	_____.	_____.
0354	645.0120 Geotextile Type HR	3,135.000 SY	_____.	_____.
0356	645.0130 Geotextile Type R	140.000 SY	_____.	_____.
0358	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	36,395.000 LF	_____.	_____.
0360	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	3,925.000 LF	_____.	_____.
0362	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	2,261.000 LF	_____.	_____.
0364	646.6120 Marking Stop Line Epoxy 18-Inch	40.000 LF	_____.	_____.
0366	646.6464 Cold Weather Marking Epoxy 4-Inch	10,720.000 LF	_____.	_____.
0368	646.7220 Marking Chevron Epoxy 24-Inch	180.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0370	646.9010 Marking Removal Line Water Blasting 4-Inch	41,750.000 LF	_____.	_____.
0372	649.0105 Temporary Marking Line Paint 4-Inch	120,970.000 LF	_____.	_____.
0374	649.0120 Temporary Marking Line Epoxy 4-Inch	41,750.000 LF	_____.	_____.
0376	649.0150 Temporary Marking Line Removable Tape 4-Inch	18,175.000 LF	_____.	_____.
0378	649.0760 Temporary Marking Raised Pavement Marker Type I	350.000 EACH	_____.	_____.
0380	650.4000 Construction Staking Storm Sewer	12.000 EACH	_____.	_____.
0382	650.4500 Construction Staking Subgrade	30,459.000 LF	_____.	_____.
0384	650.5000 Construction Staking Base	38,284.000 LF	_____.	_____.
0386	650.5500 Construction Staking Curb Gutter and Curb & Gutter	610.000 LF	_____.	_____.
0388	650.6500 Construction Staking Structure Layout (structure) 01. B-55-0271	LS	LUMP SUM	_____.
0390	650.6500 Construction Staking Structure Layout (structure) 02. B-55-0270	LS	LUMP SUM	_____.
0392	650.6500 Construction Staking Structure Layout (structure) 03. C-55-19	LS	LUMP SUM	_____.
0394	650.6500 Construction Staking Structure Layout (structure) 04. B-55-0281	LS	LUMP SUM	_____.
0396	650.6500 Construction Staking Structure Layout (structure) 05. B-55-0285	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0398	650.6500 Construction Staking Structure Layout (structure) 06. B-55-0282	LS	LUMP SUM	_____.
0400	650.6500 Construction Staking Structure Layout (structure) 07. B-55-0286	LS	LUMP SUM	_____.
0402	650.7000 Construction Staking Concrete Pavement	14,755.000 LF	_____.	_____.
0404	650.9910 Construction Staking Supplemental Control (project) 01. 1021-00-78	LS	LUMP SUM	_____.
0406	650.9910 Construction Staking Supplemental Control (project) 02. 1021-00-79	LS	LUMP SUM	_____.
0408	650.9910 Construction Staking Supplemental Control (project) 03. 1021-04-77	LS	LUMP SUM	_____.
0410	650.9910 Construction Staking Supplemental Control (project) 04. 1021-04-78	LS	LUMP SUM	_____.
0412	650.9920 Construction Staking Slope Stakes	37,024.000 LF	_____.	_____.
0414	652.0125 Conduit Rigid Metallic 2-Inch	10.000 LF	_____.	_____.
0416	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	265.000 LF	_____.	_____.
0418	653.0140 Pull Boxes Steel 24x42-Inch	2.000 EACH	_____.	_____.
0420	653.0905 Removing Pull Boxes	1.000 EACH	_____.	_____.
0422	655.0625 Electrical Wire Lighting 6 AWG	870.000 LF	_____.	_____.
0424	670.0100 Field System Integrator	LS	LUMP SUM	_____.
0426	670.0200 ITS Documentation	LS	LUMP SUM	_____.



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Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	674.0300 Remove Cable	110.000 LF	_____.	_____.
0430	690.0150 Sawing Asphalt	12,394.000 LF	_____.	_____.
0432	690.0250 Sawing Concrete	313.000 LF	_____.	_____.
0434	715.0415 Incentive Strength Concrete Pavement	13,361.000 DOL	1.00000	13,361.00
0436	715.0502 Incentive Strength Concrete Structures	25,710.000 DOL	1.00000	25,710.00
0438	715.0710 Optimized Aggregate Gradation Incentive	60,130.000 DOL	1.00000	60,130.00
0440	740.0440 Incentive IRI Ride	12,660.000 DOL	1.00000	12,660.00
0442	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0444	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0446	SPV.0060 Special 01. Relocate Ground Mount DMS	1.000 EACH	_____.	_____.
0448	SPV.0060 Special 02. Traffic Control Vertical Panels	267.000 EACH	_____.	_____.
0450	SPV.0060 Special 03. Manholes Special 4-FT Diameter Temporary	5.000 EACH	_____.	_____.
0452	SPV.0105 Special 01. Project Concrete Crack Mitigation and Repair, 1021-00-78	LS	LUMP SUM	_____.
0454	SPV.0105 Special 02. Project Concrete Crack Mitigation and Repair, 1021-00-79	LS	LUMP SUM	_____.
0456	SPV.0105 Special 03. Project Concrete Crack Mitigation and Repair, 1021-04-77	LS	LUMP SUM	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0458	SPV.0105 Special 04. Project Concrete Crack Mitigation and Repair, 1021-04-78	LS	LUMP SUM	_____.
0460	SPV.0105 Special 05. Temporary Bridge Widening B-55-12	LS	LUMP SUM	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

May 18, 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 #09: 1021-00-78
Baldwin - Menomonie
CTH NN Bridge East Bound B-55-0271
IH 94
St. Croix County

1021-00-79
Baldwin - Menomonie
CTH NN Bridge West Bound B-55-0271
IH 94
St. Croix County

1021-04-77
Baldwin - Menomonie
Carr Creek EB Brg B-55-0281 & 0285
IH 94
St. Croix County

1021-04-78
Baldwin - Menomonie
Carr Creek WB Brg B-55-0282 & 0286
IH 94
St. Croix County

Letting of June 8, 2021

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

This addendum provides the updated SOI in the proposal. No quantity changes are being made in this addendum. The SOI on Bid Express is correct.

Schedule of Items

Attached, dated May 14, 2021, are the revised Schedule of Items Pages 1 - 16.

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



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	74.000 STA	_____.	_____.
0004	201.0205 Grubbing	74.000 STA	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	14.000 EACH	_____.	_____.
0008	203.0200 Removing Old Structure (station) 02. 158+31.35 WB	LS	LUMP SUM	_____.
0010	203.0200 Removing Old Structure (station) 03. 160+50.91	LS	LUMP SUM	_____.
0012	203.0200 Removing Old Structure (station) 04. 42+48	LS	LUMP SUM	_____.
0014	203.0200 Removing Old Structure (station) 05. 158+25.29 EB	LS	LUMP SUM	_____.
0016	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 42+50	LS	LUMP SUM	_____.
0018	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 02. 43+00	LS	LUMP SUM	_____.
0020	204.0100 Removing Concrete Pavement	39,552.000 SY	_____.	_____.
0022	204.0120 Removing Asphaltic Surface Milling	5,430.000 SY	_____.	_____.
0024	204.0155 Removing Concrete Sidewalk	18.000 SY	_____.	_____.
0026	204.0165 Removing Guardrail	1,835.000 LF	_____.	_____.
0028	204.0170 Removing Fence	11,890.000 LF	_____.	_____.
0030	204.0180 Removing Delineators and Markers	14.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0195 Removing Concrete Bases	3.000 EACH	_____.	_____.
0034	204.0220 Removing Inlets	11.000 EACH	_____.	_____.
0036	204.9090.S Removing (item description) 01. Cable Barrier	3,475.000 LF	_____.	_____.
0038	205.0100 Excavation Common	132,877.000 CY	_____.	_____.
0040	206.1000 Excavation for Structures Bridges (structure) 01. B-55-0271	LS	LUMP SUM	_____.
0042	206.1000 Excavation for Structures Bridges (structure) 02. B-55-0270	LS	LUMP SUM	_____.
0044	206.1000 Excavation for Structures Bridges (structure) 03. B-55-0281	LS	LUMP SUM	_____.
0046	206.1000 Excavation for Structures Bridges (structure) 04. B-55-0285	LS	LUMP SUM	_____.
0048	206.1000 Excavation for Structures Bridges (structure) 05. B-55-0282	LS	LUMP SUM	_____.
0050	206.1000 Excavation for Structures Bridges (structure) 06. B-55-0286	LS	LUMP SUM	_____.
0052	206.2000 Excavation for Structures Culverts (structure) 01. C-55-19	LS	LUMP SUM	_____.
0054	208.0100 Borrow	119,895.000 CY	_____.	_____.
0056	208.1100 Select Borrow	23,180.000 CY	_____.	_____.
0058	210.1500 Backfill Structure Type A	1,832.000 TON	_____.	_____.
0060	210.2500 Backfill Structure Type B	685.000 TON	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 1021-04-77	LS	LUMP SUM	_____.
0064	213.0100 Finishing Roadway (project) 01. 1021-00-78	1.000 EACH	_____.	_____.
0066	213.0100 Finishing Roadway (project) 02. 1021-00-79	1.000 EACH	_____.	_____.
0068	213.0100 Finishing Roadway (project) 03. 1021-04-77	1.000 EACH	_____.	_____.
0070	213.0100 Finishing Roadway (project) 04. 1021-04-78	1.000 EACH	_____.	_____.
0072	305.0110 Base Aggregate Dense 3/4-Inch	27,685.000 TON	_____.	_____.
0074	305.0120 Base Aggregate Dense 1 1/4-Inch	92,062.000 TON	_____.	_____.
0076	311.0115 Breaker Run	57.000 CY	_____.	_____.
0078	312.0110 Select Crushed Material	40,115.000 TON	_____.	_____.
0080	415.0120 Concrete Pavement 12-Inch	43,635.000 SY	_____.	_____.
0082	415.0410 Concrete Pavement Approach Slab	900.000 SY	_____.	_____.
0084	416.0620 Drilled Dowel Bars	128.000 EACH	_____.	_____.
0086	416.1010 Concrete Surface Drains	24.000 CY	_____.	_____.
0088	416.1110 Concrete Shoulder Rumble Strips	13,555.000 LF	_____.	_____.
0090	450.4000 HMA Cold Weather Paving	1,860.000 TON	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	455.0605 Tack Coat	5,945.000 GAL	_____.	_____.
0094	460.2000 Incentive Density HMA Pavement	7,480.000 DOL	1.00000	7,480.00
0096	460.6223 HMA Pavement 3 MT 58-28 S	6,938.000 TON	_____.	_____.
0098	460.6224 HMA Pavement 4 MT 58-28 S	3,865.000 TON	_____.	_____.
0100	460.6244 HMA Pavement 4 MT 58-34 S	880.000 TON	_____.	_____.
0102	465.0110 Asphaltic Surface Patching	1,155.000 TON	_____.	_____.
0104	465.0125 Asphaltic Surface Temporary	24,650.000 TON	_____.	_____.
0106	465.0315 Asphaltic Flumes	10.000 SY	_____.	_____.
0108	465.0400 Asphaltic Shoulder Rumble Strips	16,900.000 LF	_____.	_____.
0110	501.1000.S Ice Hot Weather Concreting	24,830.000 LB	_____.	_____.
0112	502.0100 Concrete Masonry Bridges	4,178.000 CY	_____.	_____.
0114	502.3200 Protective Surface Treatment	5,643.000 SY	_____.	_____.
0116	502.3210 Pigmented Surface Sealer	979.000 SY	_____.	_____.
0118	502.4205 Adhesive Anchors No. 5 Bar	42.000 EACH	_____.	_____.
0120	503.0128 Prestressed Girder Type I 28-Inch	2,590.000 LF	_____.	_____.
0122	503.0137 Prestressed Girder Type I 36W-Inch	1,855.000 LF	_____.	_____.
0124	504.0100 Concrete Masonry Culverts	101.000 CY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	505.0400 Bar Steel Reinforcement HS Structures	89,475.000 LB	_____.	_____.
0128	505.0600 Bar Steel Reinforcement HS Coated Structures	559,320.000 LB	_____.	_____.
0130	505.0800.S Bar Steel Reinforcement HS Stainless Structures	10,655.000 LB	_____.	_____.
0132	506.2605 Bearing Pads Elastomeric Non-Laminated	216.000 EACH	_____.	_____.
0134	506.4000 Steel Diaphragms (structure) 01. B-55-0271	15.000 EACH	_____.	_____.
0136	506.4000 Steel Diaphragms (structure) 02. B-55-0270	21.000 EACH	_____.	_____.
0138	506.4000 Steel Diaphragms (structure) 03. B-55-0281	18.000 EACH	_____.	_____.
0140	506.4000 Steel Diaphragms (structure) 04. B-55-0285	9.000 EACH	_____.	_____.
0142	506.4000 Steel Diaphragms (structure) 05. B-55-0282	18.000 EACH	_____.	_____.
0144	506.4000 Steel Diaphragms (structure) 06. B-55-0286	9.000 EACH	_____.	_____.
0146	511.1100 Temporary Shoring	1,950.000 SF	_____.	_____.
0148	511.1200 Temporary Shoring (structure) 01. C-55-19	1,660.000 SF	_____.	_____.
0150	511.1200 Temporary Shoring (structure) 02. B-55-0270	650.000 SF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	511.1200 Temporary Shoring (structure) 03. B-55-0285	1,500.000 SF	_____.	_____.
0154	511.1200 Temporary Shoring (structure) 04. B-55-0282	1,350.000 SF	_____.	_____.
0156	511.1200 Temporary Shoring (structure) 05. B-55-0286	300.000 SF	_____.	_____.
0158	516.0500 Rubberized Membrane Waterproofing	181.000 SY	_____.	_____.
0160	520.1015 Apron Endwalls for Culvert Pipe 15-Inch	15.000 EACH	_____.	_____.
0162	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	1.000 EACH	_____.	_____.
0164	520.1036 Apron Endwalls for Culvert Pipe 36-Inch	4.000 EACH	_____.	_____.
0166	520.2015 Culvert Pipe Temporary 15-Inch	2,172.000 LF	_____.	_____.
0168	520.3424 Culvert Pipe Class III-A Non-metal 24-Inch	238.000 LF	_____.	_____.
0170	520.3636 Culvert Pipe Class III-B Non-metal 36-Inch	220.000 LF	_____.	_____.
0172	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	937.000 LF	_____.	_____.
0174	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	278.000 LF	_____.	_____.
0176	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	9.000 EACH	_____.	_____.
0178	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	531.1100 Concrete Masonry Ancillary Structures Type NS	7.000 CY	_____.	_____.
0182	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	870.000 LB	_____.	_____.
0184	550.0020 Pre-Boring Rock or Consolidated Materials	1,470.000 LF	_____.	_____.
0186	550.0500 Pile Points	191.000 EACH	_____.	_____.
0188	550.1120 Piling Steel HP 12-Inch X 53 Lb	3,315.000 LF	_____.	_____.
0190	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	8,140.000 LF	_____.	_____.
0192	601.0576 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type J	50.000 LF	_____.	_____.
0194	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	560.000 LF	_____.	_____.
0196	602.0405 Concrete Sidewalk 4-Inch	160.000 SF	_____.	_____.
0198	603.8000 Concrete Barrier Temporary Precast Delivered	41,750.000 LF	_____.	_____.
0200	603.8125 Concrete Barrier Temporary Precast Installed	57,950.000 LF	_____.	_____.
0202	603.8500 Anchoring Concrete Barrier Temporary Precast	25,325.000 LF	_____.	_____.
0204	603.8505 Anchoring Concrete Barrier Temporary Precast on Bridge Decks	205.000 LF	_____.	_____.
0206	604.0500 Slope Paving Crushed Aggregate	1,380.000 SY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	606.0100 Riprap Light	70.000 CY	_____.	_____.
0210	606.0300 Riprap Heavy	2,068.000 CY	_____.	_____.
0212	611.0430 Reconstructing Inlets	6.000 EACH	_____.	_____.
0214	611.0642 Inlet Covers Type MS	12.000 EACH	_____.	_____.
0216	611.3901 Inlets Median 1 Grate	8.000 EACH	_____.	_____.
0218	611.3902 Inlets Median 2 Grate	2.000 EACH	_____.	_____.
0220	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0222	611.8120.S Cover Plates Temporary	7.000 EACH	_____.	_____.
0224	612.0206 Pipe Underdrain Unperforated 6-Inch	600.000 LF	_____.	_____.
0226	612.0406 Pipe Underdrain Wrapped 6-Inch	1,220.000 LF	_____.	_____.
0228	613.1100.S Cable Barrier Type 1	4,175.000 LF	_____.	_____.
0230	613.1200.S Cable Barrier End Terminal Type 1	4.000 EACH	_____.	_____.
0232	614.0150 Anchor Assemblies for Steel Plate Beam Guard	24.000 EACH	_____.	_____.
0234	614.0220 Steel Thrie Beam Bullnose Terminal	3.000 EACH	_____.	_____.
0236	614.0230 Steel Thrie Beam	253.000 LF	_____.	_____.
0238	614.0360 Steel Plate Beam Guard Temporary	240.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	614.0380 Steel Plate Beam Guard Energy Absorbing Terminal Temporary	1.000 EACH	_____.	_____.
0242	614.0905 Crash Cushions Temporary	10.000 EACH	_____.	_____.
0244	614.0920 Salvaged Rail	1,366.000 LF	_____.	_____.
0246	614.2300 MGS Guardrail 3	4,738.000 LF	_____.	_____.
0248	614.2500 MGS Thrie Beam Transition	576.000 LF	_____.	_____.
0250	614.2610 MGS Guardrail Terminal EAT	10.000 EACH	_____.	_____.
0252	614.2620 MGS Guardrail Terminal Type 2	12.000 EACH	_____.	_____.
0254	616.0100 Fence Woven Wire (height) 01. 4-FT	11,630.000 LF	_____.	_____.
0256	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1021-00-78	1.000 EACH	_____.	_____.
0258	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1021-00-79	1.000 EACH	_____.	_____.
0260	618.0100 Maintenance And Repair of Haul Roads (project) 03. 1021-04-77	1.000 EACH	_____.	_____.
0262	618.0100 Maintenance And Repair of Haul Roads (project) 04. 1021-04-78	1.000 EACH	_____.	_____.
0264	619.1000 Mobilization	1.000 EACH	_____.	_____.
0266	620.0300 Concrete Median Sloped Nose	14.000 SF	_____.	_____.
0268	624.0100 Water	918.000 MGAL	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	625.0500 Salvaged Topsoil	202,495.000 SY	_____.	_____.
0272	627.0200 Mulching	120,920.000 SY	_____.	_____.
0274	628.1504 Silt Fence	15,135.000 LF	_____.	_____.
0276	628.1520 Silt Fence Maintenance	15,135.000 LF	_____.	_____.
0278	628.1905 Mobilizations Erosion Control	11.000 EACH	_____.	_____.
0280	628.1910 Mobilizations Emergency Erosion Control	9.000 EACH	_____.	_____.
0282	628.2002 Erosion Mat Class I Type A	26,510.000 SY	_____.	_____.
0284	628.2004 Erosion Mat Class I Type B	55,065.000 SY	_____.	_____.
0286	628.7005 Inlet Protection Type A	11.000 EACH	_____.	_____.
0288	628.7504 Temporary Ditch Checks	2,280.000 LF	_____.	_____.
0290	628.7560 Tracking Pads	12.000 EACH	_____.	_____.
0292	628.7570 Rock Bags	50.000 EACH	_____.	_____.
0294	629.0210 Fertilizer Type B	127.000 CWT	_____.	_____.
0296	630.0130 Seeding Mixture No. 30	3,050.000 LB	_____.	_____.
0298	630.0200 Seeding Temporary	5,480.000 LB	_____.	_____.
0300	630.0300 Seeding Borrow Pit	2,360.000 LB	_____.	_____.
0302	630.0500 Seed Water	1,148.000 MGAL	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0304	633.0100 Delineator Posts Steel	65.000 EACH	_____.	_____.
0306	633.0500 Delineator Reflectors	65.000 EACH	_____.	_____.
0308	633.1100 Delineators Temporary	332.000 EACH	_____.	_____.
0310	633.5200 Markers Culvert End	12.000 EACH	_____.	_____.
0312	634.0614 Posts Wood 4x6-Inch X 14-FT	28.000 EACH	_____.	_____.
0314	634.0616 Posts Wood 4x6-Inch X 16-FT	6.000 EACH	_____.	_____.
0316	635.0200 Sign Supports Structural Steel HS	3,535.000 LB	_____.	_____.
0318	637.2230 Signs Type II Reflective F	12.000 SF	_____.	_____.
0320	638.2101 Moving Signs Type I	1.000 EACH	_____.	_____.
0322	638.2102 Moving Signs Type II	27.000 EACH	_____.	_____.
0324	638.3000 Removing Small Sign Supports	27.000 EACH	_____.	_____.
0326	638.3100 Removing Structural Steel Sign Supports	5.000 EACH	_____.	_____.
0328	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0330	643.0300 Traffic Control Drums	58,975.000 DAY	_____.	_____.
0332	643.0420 Traffic Control Barricades Type III	5,710.000 DAY	_____.	_____.
0334	643.0705 Traffic Control Warning Lights Type A	8,150.000 DAY	_____.	_____.
0336	643.0715 Traffic Control Warning Lights Type C	20,280.000 DAY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	643.0800 Traffic Control Arrow Boards	1,830.000 DAY	_____.	_____.
0340	643.0900 Traffic Control Signs	28,360.000 DAY	_____.	_____.
0342	643.0920 Traffic Control Covering Signs Type II	9.000 EACH	_____.	_____.
0344	643.1051 Traffic Control Signs PCMS with Cellular Communications	1,820.000 DAY	_____.	_____.
0346	643.4100.S Traffic Control Interim Lane Closure	215.000 EACH	_____.	_____.
0348	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0350	645.0105 Geotextile Type C	186.000 SY	_____.	_____.
0352	645.0111 Geotextile Type DF Schedule A	622.000 SY	_____.	_____.
0354	645.0120 Geotextile Type HR	3,135.000 SY	_____.	_____.
0356	645.0130 Geotextile Type R	140.000 SY	_____.	_____.
0358	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	36,395.000 LF	_____.	_____.
0360	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	3,925.000 LF	_____.	_____.
0362	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	2,261.000 LF	_____.	_____.
0364	646.6120 Marking Stop Line Epoxy 18-Inch	40.000 LF	_____.	_____.
0366	646.6464 Cold Weather Marking Epoxy 4-Inch	10,720.000 LF	_____.	_____.
0368	646.7220 Marking Chevron Epoxy 24-Inch	180.000 LF	_____.	_____.



Proposal Schedule of Items

Page 13 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0370	646.9010 Marking Removal Line Water Blasting 4-Inch	41,750.000 LF	_____.	_____.
0372	649.0105 Temporary Marking Line Paint 4-Inch	120,970.000 LF	_____.	_____.
0374	649.0120 Temporary Marking Line Epoxy 4-Inch	41,750.000 LF	_____.	_____.
0376	649.0150 Temporary Marking Line Removable Tape 4-Inch	18,175.000 LF	_____.	_____.
0378	649.0760 Temporary Marking Raised Pavement Marker Type I	350.000 EACH	_____.	_____.
0380	650.4000 Construction Staking Storm Sewer	12.000 EACH	_____.	_____.
0382	650.4500 Construction Staking Subgrade	30,459.000 LF	_____.	_____.
0384	650.5000 Construction Staking Base	38,284.000 LF	_____.	_____.
0386	650.5500 Construction Staking Curb Gutter and Curb & Gutter	610.000 LF	_____.	_____.
0388	650.6500 Construction Staking Structure Layout (structure) 01. B-55-0271	LS	LUMP SUM	_____.
0390	650.6500 Construction Staking Structure Layout (structure) 02. B-55-0270	LS	LUMP SUM	_____.
0392	650.6500 Construction Staking Structure Layout (structure) 03. C-55-19	LS	LUMP SUM	_____.
0394	650.6500 Construction Staking Structure Layout (structure) 04. B-55-0281	LS	LUMP SUM	_____.
0396	650.6500 Construction Staking Structure Layout (structure) 05. B-55-0285	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 14 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0398	650.6500 Construction Staking Structure Layout (structure) 06. B-55-0282	LS	LUMP SUM	_____.
0400	650.6500 Construction Staking Structure Layout (structure) 07. B-55-0286	LS	LUMP SUM	_____.
0402	650.7000 Construction Staking Concrete Pavement	14,755.000 LF	_____.	_____.
0404	650.9910 Construction Staking Supplemental Control (project) 01. 1021-00-78	LS	LUMP SUM	_____.
0406	650.9910 Construction Staking Supplemental Control (project) 02. 1021-00-79	LS	LUMP SUM	_____.
0408	650.9910 Construction Staking Supplemental Control (project) 03. 1021-04-77	LS	LUMP SUM	_____.
0410	650.9910 Construction Staking Supplemental Control (project) 04. 1021-04-78	LS	LUMP SUM	_____.
0412	650.9920 Construction Staking Slope Stakes	37,024.000 LF	_____.	_____.
0414	652.0125 Conduit Rigid Metallic 2-Inch	10.000 LF	_____.	_____.
0416	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	265.000 LF	_____.	_____.
0418	653.0140 Pull Boxes Steel 24x42-Inch	2.000 EACH	_____.	_____.
0420	653.0905 Removing Pull Boxes	1.000 EACH	_____.	_____.
0422	655.0625 Electrical Wire Lighting 6 AWG	870.000 LF	_____.	_____.
0424	670.0100 Field System Integrator	LS	LUMP SUM	_____.
0426	670.0200 ITS Documentation	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 15 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	674.0300 Remove Cable	110.000 LF	_____.	_____.
0430	690.0150 Sawing Asphalt	12,394.000 LF	_____.	_____.
0432	690.0250 Sawing Concrete	313.000 LF	_____.	_____.
0434	715.0415 Incentive Strength Concrete Pavement	13,361.000 DOL	1.00000	13,361.00
0436	715.0502 Incentive Strength Concrete Structures	25,710.000 DOL	1.00000	25,710.00
0438	715.0710 Optimized Aggregate Gradation Incentive	60,130.000 DOL	1.00000	60,130.00
0440	740.0440 Incentive IRI Ride	12,660.000 DOL	1.00000	12,660.00
0442	999.2000.S Installing and Maintaining Bird Deterrent System 01. Station 43+00 WB	1.000 EACH	_____.	_____.
0444	999.2000.S Installing and Maintaining Bird Deterrent System 02. Station 158+31.35 WB	1.000 EACH	_____.	_____.
0446	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0448	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0450	SPV.0060 Special 01. Relocate Ground Mount DMS	1.000 EACH	_____.	_____.
0452	SPV.0060 Special 02. Traffic Control Vertical Panels	267.000 EACH	_____.	_____.
0454	SPV.0060 Special 03. Manholes Special 4-FT Diameter Temporary	5.000 EACH	_____.	_____.
0456	SPV.0105 Special 01. Project Concrete Crack Mitigation and Repair, 1021-00-78	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 16 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0458	SPV.0105 Special 02. Project Concrete Crack Mitigation and Repair, 1021-00-79	LS	LUMP SUM	_____.
0460	SPV.0105 Special 03. Project Concrete Crack Mitigation and Repair, 1021-04-77	LS	LUMP SUM	_____.
0462	SPV.0105 Special 04. Project Concrete Crack Mitigation and Repair, 1021-04-78	LS	LUMP SUM	_____.
0464	SPV.0105 Special 05. Temporary Bridge Widening B-55-12	LS	LUMP SUM	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



Wisconsin Department of Transportation

June 2, 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 #09: 1021-00-78**
Baldwin - Menomonie
CTH NN Bridge East Bound B-55-0271
IH 94
St. Croix County
- 1021-00-79**
Baldwin - Menomonie
CTH NN Bridge West Bound B-55-0271
IH 94
St. Croix County
- 1021-04-77**
Baldwin - Menomonie
Carr Creek EB Brg B-55-0281 & 0285
IH 94
St. Croix County
- 1021-04-78**
Baldwin - Menomonie
Carr Creek WB Brg B-55-0282 & 0286
IH 94
St. Croix County

Letting of June 8, 2021

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

This project does not have Federal funding. The following items are being removed from the proposal with this addendum:

ASP-1

ASP-3

Required Federal Provisions (FHWA-1273)

Affirmative Action

Additional Federal Aid Provisions

Cargo Preference Act Requirement

Supplemental

WI10 Highway Davis Bacon prevailing wage rates

Notice to Bidders

Schedule of Items:

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
ASP.1TOA	On-the Job Training Apprentice at \$5.00/HR	HRS	2,100	-2,100	0
ASP.1TOG	On-the Job Training Apprentice at \$5.00/HR	HRS	2,400	-2,400	0

Schedule of Items

Attached, dated June 2, 2021, are the revised Schedule of Items Pages 15 and 16.

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



Proposal Schedule of Items

Page 15 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	674.0300 Remove Cable	110.000 LF	_____.	_____.
0430	690.0150 Sawing Asphalt	12,394.000 LF	_____.	_____.
0432	690.0250 Sawing Concrete	313.000 LF	_____.	_____.
0434	715.0415 Incentive Strength Concrete Pavement	13,361.000 DOL	1.00000	13,361.00
0436	715.0502 Incentive Strength Concrete Structures	25,710.000 DOL	1.00000	25,710.00
0438	715.0710 Optimized Aggregate Gradation Incentive	60,130.000 DOL	1.00000	60,130.00
0440	740.0440 Incentive IRI Ride	12,660.000 DOL	1.00000	12,660.00
0442	999.2000.S Installing and Maintaining Bird Deterrent System 01. Station 43+00 WB	1.000 EACH	_____.	_____.
0444	999.2000.S Installing and Maintaining Bird Deterrent System 02. Station 158+31.35 WB	1.000 EACH	_____.	_____.
0450	SPV.0060 Special 01. Relocate Ground Mount DMS	1.000 EACH	_____.	_____.
0452	SPV.0060 Special 02. Traffic Control Vertical Panels	267.000 EACH	_____.	_____.
0454	SPV.0060 Special 03. Manholes Special 4-FT Diameter Temporary	5.000 EACH	_____.	_____.
0456	SPV.0105 Special 01. Project Concrete Crack Mitigation and Repair, 1021-00-78	LS	LUMP SUM	_____.
0458	SPV.0105 Special 02. Project Concrete Crack Mitigation and Repair, 1021-00-79	LS	LUMP SUM	_____.
0460	SPV.0105 Special 03. Project Concrete Crack Mitigation and Repair, 1021-04-77	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 16 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0462	SPV.0105 Special 04. Project Concrete Crack Mitigation and Repair, 1021-04-78	LS	LUMP SUM	_____.
0464	SPV.0105 Special 05. Temporary Bridge Widening B-55-12	LS	LUMP SUM	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



Wisconsin Department of Transportation

June 3, 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 #09: 1021-00-78, WISC 2021 100
Baldwin - Menomonie
CTH NN Bridge EB B-55-0271
IH 94
St. Croix County

1021-00-79, WISC 2021 101
Baldwin - Menomonie
CTH NN Bridge WB B-55-0270
IH 94
St. Croix County

1021-04-77, WISC 2021 102
Baldwin - Menomonie
Carr Creek EB Br B-55-0281 & 0285
IH 94
St. Croix County

1021-04-78, WISC 2021 103
Baldwin - Menomonie
Carr Creek WB Br B-55-0282 & 0286
IH 94
St. Croix County

Letting of June 8, 2021

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

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
204.0120	Removing Asphaltic Surface Milling	SY	5,430	+450	5,880
455.0605	Tack Coat	GAL	5,945	+25	5,970
465.0125	Asphaltic Surface Temporary	TON	24,650	+55	24,705
603.8000	Concrete Barrier Temporary Precast Delivered	LF	41,750	+7100	48,850
603.8125	Concrete Barrier Temporary Precast Installed	LF	57,950	+7100	65,050
614.0360	Steel Plate Beam Guard Temporary	LF	240	+240	480
614.0380	Steel Plate Beam Guard Energy Absorbing Terminal Temporary	EACH	1	+1	2
614.0905	Crash Cushions Temporary	EACH	10	+1	11

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
51	Typical Sections for Traffic Control Staging (revised stage 1A)
78-80	Traffic Control Stage 1A (replace drums with temp barrier for 94 EB)
146	Miscellaneous Quantities (revised quantity for item 204.0120)
148	Miscellaneous Quantities (revised quantity for item 455.0605 and 465.0125)
149	Miscellaneous Quantities (revised quantity for item 603.8000 and 603.8125)
150	Miscellaneous Quantities (revised quantity for item 614.0905)

Schedule of Items

Attached, dated June 3, 2021, are the revised Schedule of Items Pages 1, 4, and 7 – 9.

Plan Sheets

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

Revised: 51, 78 – 80, 146, and 148 - 150

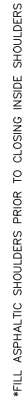
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

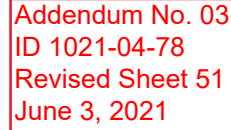
Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM



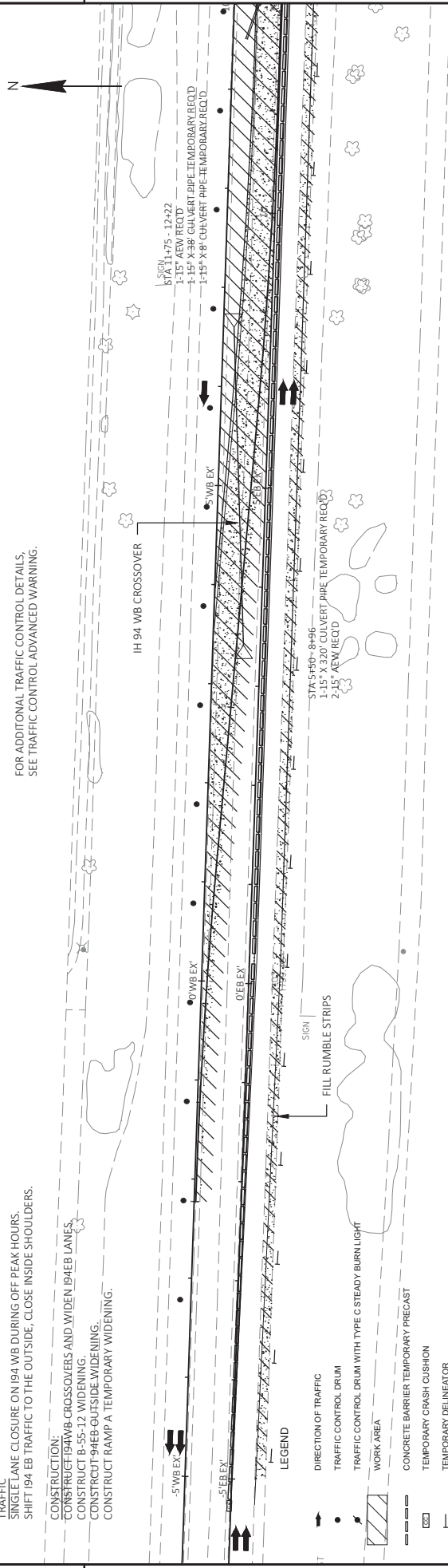
CONSTRUCT IH 94 WB CROSS OVERS
CONSTRUCT IH 94 EB TEMPORARY WIDENING
CONSTRUCT B-55-12 TEMPORARY WIDENING
CONSTRUCT IH 94 EB OUTSIDE WIDENING
CONSTRUCT RAMP 'A' TEMPORARY WIDENING



CONSTRUCT RAMP 'A' AND STRUCTURE B-55-0286 (STAGE 2)
CONSTRUCT IH 94 WB DRIVING LANE AND OUTSIDE SHOULDER; STA 8+23'WB'-21+00'WB' (STAGE 2)
CONSTRUCT IH 94 WB LANES AND OUTSIDE SHOULDER; STA 21+00'WB'-36+93'WB' (STAGE 2)
CONSTRUCT IH 94 WB PASSING LANES; STA 8+23'WB'-21+00'WB' (STAGE 3)
CONSTRUCT IH 94 WB LANES, OUTSIDE SHOULDER; AND STRUCTURE B-55-0282; STA 36+93'WB'-57+10'WB' (STAGE 3)

FOR ADDITIONAL TRAFFIC CONTROL DETAILS, SEE TRAFFIC CONTROL ADVANCED WARNING.

CONSTRUCTION:
CONSTRUCT 194WB CROSOVERS AND WIDEN 194EB LANES.
CONSTRUCT B-55-12 WIDENING.
CONSTRUCT 94EB OUTSIDE WIDENING.
CONSTRUCT RAMP A TEMPORARY WIDENING.



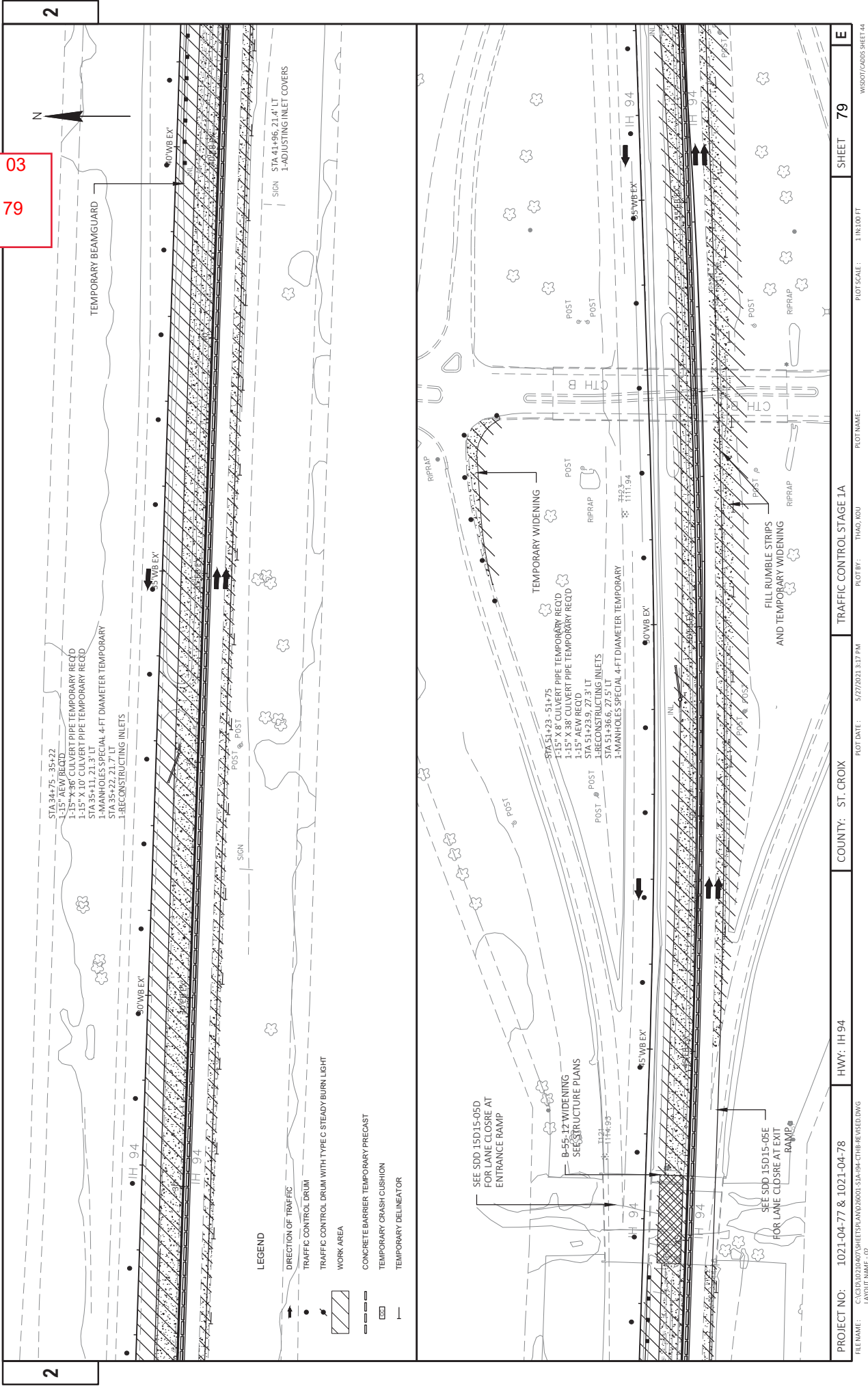
STA 12+10.6, 22.6' LT
1-MANHOLE SPECIAL 4-FT DIAMETER TEMPORARY
STA 12+22.3, 22.6' LT
1-RECONSTRUCTING INLETS

STA 18+75-19+22
1-15" AEW REQ'D
1-15" X 36" CULVERT PIPE TEMPORARY REQ'D
1-15" X 10' CULVERT PIPE TEMPORARY REQ'D
1-15" X 10, 24.9' LT
TMANHOLES SPECIAL 4 FT DIAMETER
TEMPORARY POST
STA 19+22.6, 25.4 LT
= RECONSTRUCTING INLETS

STA 26+80 - 27+26
1-15" AEW REQ'D
1-15" X 36" CULVERT PIPE TEMPORARY REQ'D
1-15" X 10' CULVERT PIPE TEMPORARY REQ'D
STA 27+15, 26'-6" LT
1-MANHOLE SPECIAL 4'-FT DIAMETER TEMPORARY
STA 27+26, 27'-1" LT
1-RECONSTRUCTING INLETS

Addendum No. 03
ID 1021-04-78
Revised Sheet 78
June 3, 2021

Addendum No. 03
ID 1021-04-78
Revised Sheet 79
June 3, 2021



This technical drawing illustrates a road construction project involving lane closures and traffic control. The plan view shows a multi-lane highway with various markings and features:

- Lane Closures:** A section of the road is closed during peak hours, indicated by a hatched area labeled "SINGLE LANE CLOSURE DURING OFF PEAK HOURS. SEE SDD 15D12-B TRAFFIC CONTROL, LANE CLOSURE, SPEED REDUCTION".
- Traffic Control Measures:** The drawing includes symbols for traffic control drums, concrete barriers, temporary crash cushions, and delineators.
- Work Area:** A specific section of the road is designated as the work area, shown with diagonal hatching.
- Infrastructure:** Key features include the "IH 94 WB CROSSOVER", "POST & SIGN" locations, and "70' EX" dimensions.
- Legend:** A legend defines the symbols used throughout the drawing:
 - DIRECTION OF TRAFFIC (indicated by arrows)
 - TRAFFIC CONTROL DRUM WITH TYPE C STEADY BURN LIGHT (represented by a circle with a dot)
 - WORK AREA (diagonal hatching)
 - CONCRETE BARRIER TEMPORARY PRECAST (dashed line)
 - TEMPORARY CRASH CUSHION (square with cross-hatching)
 - TEMPORARY DELINEATOR (short horizontal dashes)
- Notes:** Specific notes mention "STA 59+50 - 62+75", "1-15' X 300' CULVERT PIPE TEMPORARY REQ'D", and "2-15' AEW REQ'D".

[illegible]

REMOVING INLETS

REMOVING SMALL PIPE CULVERTS

REMOVING ASPHALTIC SURFACE MILLING

EARTHWORK SUMMARY TABLE

- (1) PAVEMENT (INCLUDES ASPHALT AND CONCRETE) IS INCLUDED IN THE QUANTITY OF EXCAVATION COMMON. PAVEMENT IS CONSIDERED SALVAGEABLE FOR OTHER PURPOSES AND IS NOT INCLUDED IN THE QUANTITY OF USEABLE MATERIAL.
- (2) USEABLE MATERIAL – EXCAVATION COMMON – EBS – PAVEMENT
- (3) SUITABLE WASTE IS SURPLUS MATERIAL SUITABLE FOR USE AS FILL THAT IS BEYOND THE VOLUME NEEDED FOR THE PROJECT.
- (4) UNSUITABLE WASTE = EBS
- (5) EXCAVATION BELOW SUBGRADE IS NOT USED TO BALANCE EARTHWORK. QUANTITY IS INCLUDED AND PAID FOR IN THE ITEM OF EXCAVATION COMMON.

ASPHALTIC SHOULDER RUMBLE STRIPS									
CATEGORY	STATION	TO	STATION	LOCATION	465.0400 LF	REMARKS	HMA PAVEMENT		
0010	8+23'WB'	-	36+60'WB'	IH 94 WB	2840		HMA PAVEMENT 3 MT 58-285 460.6223	HMA PAVEMENT 4 MT 58-285 460.6224	ASPHALTIC SURFACE TEMPORARY 465.0125
0010	43+94'WB'	-	57+10'WB'	IH 94 WB	1320				
0010	4+72'WB EX'	-	8+23'WB EX'	IH 94 WB	1440				
0010	66+20'WB EX'	-	71+28'WB EX'	IH 94 WB	565				
				TOTAL 0010	6165				
ICE HOT WEATHER CONCRETING									
CATEGORY	STATION	LOCATION	501.1000.S LB	REMARKS					
0010	PROJECT	STRUCTURES	6150						
		TOTAL 0010	6150						
HMA PAVEMENT									
CATEGORY	STATION	TO	STATION	LOCATION	501.1000.S LB	REMARKS	HMA PAVEMENT 3 MT 58-285 460.6223	HMA PAVEMENT 4 MT 58-285 460.6224	ASPHALTIC SURFACE PATCHING 465.0110
0010	8+23'WB'	-	36+60'WB'	IH 94 WB, LT	120		540	270	-
0010	36+60'WB'	-	42+04'WB'	IH 94 WB, LT	25		100	50	-
0010	8+23'WB'	-	42+04'WB'	IH 94 WB, RT	120		275	275	-
0010	43+94'WB'	-	57+10'WB'	IH 94 WB, LT	75		335	170	-
0010	43+94'WB'	-	57+10'WB'	IH 94 WB, RT	65		150	150	-
0011	36+60'W'	-	42+08'W'	RAMP A	45		265	105	-
0010	43+99'W'	-	51+89'W'	RAMP A	70		380	150	-
0010	36+60'W'	-	42+08'W'	RAMP A, LT	15		35	35	-
0010	39+00'W'	-	42+08'W'	RAMP A, RT	10		20	20	-
0010	43+99'W'	-	51+89'W'	RAMP A, LT	35		75	75	-
0010	43+99'W'	-	51+89'W'	RAMP A, RT	15		40	40	-
0010	0+00	-	71+07	IH 94 WB CROSSOVER	975		-	-	6705
0010	48+59	-	61+48	IH 94 EB WIDENING	110		-	-	765
0010	5+00	-	60+50	IH 94 EB OUTSIDE SHLD	135		-	-	310
0010	16+15	-	17+96	RAMP A	10		-	-	70
0010	PROJECT			IH 94	115		-	-	260
0010	36+93'WB'	-	57+10'WB'	IH 94 WB SHLDS	435		-	-	3000
0010	57+10	-	60+25	IH 94 WB SHLD	35		-	-	220
0010	PROJECT			IH 94	-		-	-	575
				TOTAL 0010	2410		2215	915	11330
CULVERT PIPE									
CATEGORY	STATION	TO	STATION	LOCATION	520.1015 LF	REMARKS	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE	CULVERT PIPE REINFORCED CONCRETE CLASS III NON-METAL 36-INCH	APRON ENDWALLS FOR CULVERT PIPE TEMPORARY 15-INCH
0010	IH 94 MEDIAN	2	-	348	-		-	-	-
0010	IH 94 MEDIAN	1	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	1	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	34	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
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0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN	-	-	36	-		-	-	-
0010	IH 94 MEDIAN	-	-	10	-		-	-	-
0010	IH 94 MEDIAN								

Addendum No. 03
ID 1021-04-78
Revised Sheet 149
June 3, 2021

Addendum No. 03
ID 1021-04-78
Revised Sheet 150
June 3, 2021



Proposal Schedule of Items

Page 1 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	74.000 STA	_____.	_____.
0004	201.0205 Grubbing	74.000 STA	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	14.000 EACH	_____.	_____.
0008	203.0200 Removing Old Structure (station) 02. 158+31.35 WB	LS	LUMP SUM	_____.
0010	203.0200 Removing Old Structure (station) 03. 160+50.91	LS	LUMP SUM	_____.
0012	203.0200 Removing Old Structure (station) 04. 42+48	LS	LUMP SUM	_____.
0014	203.0200 Removing Old Structure (station) 05. 158+25.29 EB	LS	LUMP SUM	_____.
0016	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 42+50	LS	LUMP SUM	_____.
0018	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 02. 43+00	LS	LUMP SUM	_____.
0020	204.0100 Removing Concrete Pavement	39,552.000 SY	_____.	_____.
0022	204.0120 Removing Asphaltic Surface Milling	5,880.000 SY	_____.	_____.
0024	204.0155 Removing Concrete Sidewalk	18.000 SY	_____.	_____.
0026	204.0165 Removing Guardrail	1,835.000 LF	_____.	_____.
0028	204.0170 Removing Fence	11,890.000 LF	_____.	_____.
0030	204.0180 Removing Delineators and Markers	14.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	455.0605 Tack Coat	5,970.000 GAL	_____.	_____.
0094	460.2000 Incentive Density HMA Pavement	7,480.000 DOL	1.00000	7,480.00
0096	460.6223 HMA Pavement 3 MT 58-28 S	6,938.000 TON	_____.	_____.
0098	460.6224 HMA Pavement 4 MT 58-28 S	3,865.000 TON	_____.	_____.
0100	460.6244 HMA Pavement 4 MT 58-34 S	880.000 TON	_____.	_____.
0102	465.0110 Asphaltic Surface Patching	1,155.000 TON	_____.	_____.
0104	465.0125 Asphaltic Surface Temporary	24,705.000 TON	_____.	_____.
0106	465.0315 Asphaltic Flumes	10.000 SY	_____.	_____.
0108	465.0400 Asphaltic Shoulder Rumble Strips	16,900.000 LF	_____.	_____.
0110	501.1000.S Ice Hot Weather Concreting	24,830.000 LB	_____.	_____.
0112	502.0100 Concrete Masonry Bridges	4,178.000 CY	_____.	_____.
0114	502.3200 Protective Surface Treatment	5,643.000 SY	_____.	_____.
0116	502.3210 Pigmented Surface Sealer	979.000 SY	_____.	_____.
0118	502.4205 Adhesive Anchors No. 5 Bar	42.000 EACH	_____.	_____.
0120	503.0128 Prestressed Girder Type I 28-Inch	2,590.000 LF	_____.	_____.
0122	503.0137 Prestressed Girder Type I 36W-Inch	1,855.000 LF	_____.	_____.
0124	504.0100 Concrete Masonry Culverts	101.000 CY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	531.1100 Concrete Masonry Ancillary Structures Type NS	7.000 CY	_____.	_____.
0182	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	870.000 LB	_____.	_____.
0184	550.0020 Pre-Boring Rock or Consolidated Materials	1,470.000 LF	_____.	_____.
0186	550.0500 Pile Points	191.000 EACH	_____.	_____.
0188	550.1120 Piling Steel HP 12-Inch X 53 Lb	3,315.000 LF	_____.	_____.
0190	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	8,140.000 LF	_____.	_____.
0192	601.0576 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type J	50.000 LF	_____.	_____.
0194	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	560.000 LF	_____.	_____.
0196	602.0405 Concrete Sidewalk 4-Inch	160.000 SF	_____.	_____.
0198	603.8000 Concrete Barrier Temporary Precast Delivered	48,850.000 LF	_____.	_____.
0200	603.8125 Concrete Barrier Temporary Precast Installed	65,050.000 LF	_____.	_____.
0202	603.8500 Anchoring Concrete Barrier Temporary Precast	25,325.000 LF	_____.	_____.
0204	603.8505 Anchoring Concrete Barrier Temporary Precast on Bridge Decks	205.000 LF	_____.	_____.
0206	604.0500 Slope Paving Crushed Aggregate	1,380.000 SY	_____.	_____.



Proposal Schedule of Items

Page 8 of 16

Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	606.0100 Riprap Light	70.000 CY	_____.	_____.
0210	606.0300 Riprap Heavy	2,068.000 CY	_____.	_____.
0212	611.0430 Reconstructing Inlets	6.000 EACH	_____.	_____.
0214	611.0642 Inlet Covers Type MS	12.000 EACH	_____.	_____.
0216	611.3901 Inlets Median 1 Grate	8.000 EACH	_____.	_____.
0218	611.3902 Inlets Median 2 Grate	2.000 EACH	_____.	_____.
0220	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0222	611.8120.S Cover Plates Temporary	7.000 EACH	_____.	_____.
0224	612.0206 Pipe Underdrain Unperforated 6-Inch	600.000 LF	_____.	_____.
0226	612.0406 Pipe Underdrain Wrapped 6-Inch	1,220.000 LF	_____.	_____.
0228	613.1100.S Cable Barrier Type 1	4,175.000 LF	_____.	_____.
0230	613.1200.S Cable Barrier End Terminal Type 1	4.000 EACH	_____.	_____.
0232	614.0150 Anchor Assemblies for Steel Plate Beam Guard	24.000 EACH	_____.	_____.
0234	614.0220 Steel Thrie Beam Bullnose Terminal	3.000 EACH	_____.	_____.
0236	614.0230 Steel Thrie Beam	253.000 LF	_____.	_____.
0238	614.0360 Steel Plate Beam Guard Temporary	480.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210608009 Project(s): 1021-00-78, 1021-00-79, 1021-04-77, 1021-04-78

Federal ID(s): N/A, N/A, N/A, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	614.0380 Steel Plate Beam Guard Energy Absorbing Terminal Temporary	2.000 EACH	_____.	_____.
0242	614.0905 Crash Cushions Temporary	11.000 EACH	_____.	_____.
0244	614.0920 Salvaged Rail	1,366.000 LF	_____.	_____.
0246	614.2300 MGS Guardrail 3	4,738.000 LF	_____.	_____.
0248	614.2500 MGS Thrie Beam Transition	576.000 LF	_____.	_____.
0250	614.2610 MGS Guardrail Terminal EAT	10.000 EACH	_____.	_____.
0252	614.2620 MGS Guardrail Terminal Type 2	12.000 EACH	_____.	_____.
0254	616.0100 Fence Woven Wire (height) 01. 4-FT	11,630.000 LF	_____.	_____.
0256	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1021-00-78	1.000 EACH	_____.	_____.
0258	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1021-00-79	1.000 EACH	_____.	_____.
0260	618.0100 Maintenance And Repair of Haul Roads (project) 03. 1021-04-77	1.000 EACH	_____.	_____.
0262	618.0100 Maintenance And Repair of Haul Roads (project) 04. 1021-04-78	1.000 EACH	_____.	_____.
0264	619.1000 Mobilization	1.000 EACH	_____.	_____.
0266	620.0300 Concrete Median Sloped Nose	14.000 SF	_____.	_____.
0268	624.0100 Water	918.000 MGAL	_____.	_____.



Wisconsin Department of Transportation

June 3, 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 #09: 1021-00-78, WISC 2021 100
Baldwin - Menomonie
CTH NN Bridge EB B-55-0271
IH 94
St. Croix County**

**1021-00-79, WISC 2021 101
Baldwin - Menomonie
CTH NN Bridge WB B-55-0270
IH 94
St. Croix County**

**1021-04-77, WISC 2021 102
Baldwin - Menomonie
Carr Creek EB Br B-55-0281 & 0285
IH 94
St. Croix County**

**1021-04-78, WISC 2021 103
Baldwin - Menomonie
Carr Creek WB Br B-55-0282 & 0286
IH 94
St. Croix County**

Letting of June 8, 2021

This is Addendum No. 04, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
4	Traffic

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. 04

1021-00-78, 1021-00-79, 1021-04-77 and 1021-04-78

June 3, 2021

Special Provisions

4. Traffic.

Replace paragraph two with the following:

Closure of CTH NN will be allowed during removal of the center span of existing bridge decks and during the setting of beams, construction of piers and falsework for new structures. All CTH NN closures for the entire project duration shall not exceed 30 calendar days unless agreed upon by county officials. Notify local and county officials 7 days prior to closure.

END OF ADDENDUM