#### HIGHWAY WORK PROPOSAL

Notice of Award Dated

Wisconsin Department of Transportation DT1502 01/2020 s.66.0901(7) Wis. Stats Proposal Number:

STATE ID **FEDERAL ID PROJECT DESCRIPTION HIGHWAY** COUNTY WISC 2026034 LOC STR 3832-01-71 C Kenosha, 22nd Ave, Kenosha

50th St to Washington Rd

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

Proposal Guaranty Required: \$75,000.00 Attach Proposal Guaranty on back of this PAGE. Payable to: Wisconsin Department of Transportation Firm Name, Address, City, State, Zip Code **Bid Submittal** Date: November 11, 2025 **SAMPLE** Time (Local Time): 11:00 am NOT FOR BIDDING PURPOSES **Contract Completion Time** October 14, 2026 This contract is exempt from federal oversight. Assigned Disadvantaged Business Enterprise Goal 0%

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.

ubscribed 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	
pe of Work: For Department Us	se Only

Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

# 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.

# **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<sup>TM</sup> on-line bidding exchange at <a href="http://www.bidx.com/">http://www.bidx.com/</a> 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<sup>TM</sup> 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:
  - 4. Have a properly executed annual bid bond on file with the department.
  - 5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
  - 1. Download the latest schedule of items reflecting all addenda from the Bid Express TM web site.
  - 2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  - 3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> 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

other files on the 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<sup>TM</sup> 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<sup>TM</sup> 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 TM 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
- (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 TM generated schedule of items is not the same on each page.
  - 2. The check code printed on the printout of the Expedite TM 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.

#### **B 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.

DT1303 1/2006

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)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FO	R SURETY
(Date)		(Dat	te)
State of Wisconsin )		State of Wisconsin	)
County ) s	SS.		) ss. _County )
On the above date, this instrument was acknowledged before me by the named person(s).		On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Public, State of Wiscon	sin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary Public, State of Wisconsin)	
(Date Commission Expires)		(Date Commis	sion Expires)

Notary Seal Notary Seal

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

# **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

Time Period Valid (	From/To)
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation
•	that an annual bid bond issued by the above-named Surety is currently on file with the artment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, extend or alter the coverage of the annual bid bond.
Cancellation:	Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

# LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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

#### Instructions for Certification

- 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.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

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

# **Special Provisions**

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# STSP'S Revised July 1, 2025 SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project C Kenosha 22nd Avenue from 50th Street to Washington Road, Local Street, Kenosha 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, 2025 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 (20250701)

## 2. Scope of Work.

The work under this contract shall consist of concrete pavement removal, base course, concrete pavement, concrete curb and gutter, concrete driveway and sidewalk, street lighting, traffic signals, permanent signing, storm sewer laterals, pavement marking, erosion control, sodding, 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 10 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 10 calendar days before the approved start date.

To revise the start date, submit a written request to the engineer at least 2 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.

Conform to the schedule of operations for the construction staging as shown in the plan. Do not move operations within the proposed construction staging, unless modifications to the staging and schedule are approved in writing by the engineer.

#### **Contractor Coordination**

Have a superintendent or designated representative for the prime contractor on the job site during all work operations, including periods limited to only subcontractor work operations, to serve as a primary contact and to coordinate all work operations.

Conduct and attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling 3-week schedule identifying the previous week worked and a two-week "look ahead." Provide sufficient detail to include actual and planned activities and all the subcontractors for off-site and construction activities, addressing all activities to be performed and identifying issues requiring engineering action or input. The contractor's superintendent or representative and designated materials representative shall attend. Subcontractors shall be in attendance at the weekly progress meetings if identified on the 2-week "look ahead."

Agenda items at the meeting shall include, but not be limited to, the following:

- 1. Review of the contractor's and subcontractors' schedule. Indicate if the project is on, ahead, or behind schedule. If behind, indicate why, how much behind, and how the project will get back on schedule.
- 2. Utility conflicts and relocation schedule.
- 3. Evaluation of progress to date.

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- 4. Outstanding Requests for Information (RFIs) or issues that may cause contract modifications.
- 5. Shop drawing submittal status.
- 6. Materials submittal status.
- 7. Materials sampling and testing activities and results.
- 8. Closure and detour schedules.
- 9. Impacts to businesses and private properties.
- 10. Impacts to bus routes, emergency services, postal services.
- 11. Equipment status of orders and deliveries.

Based on the weekly progress meeting, if the engineer requests a new revised schedule, submit the schedule according to Subsection 108.4 of the Standard Specifications. Failure to submit a revised schedule shall result in the engineer holding pay requests according to Subsection 108.4 of the Standard Specifications.

Be advised that there may be multiple mobilizations for items such as traffic control, pavement marking, erosion control, topsoil, seeding and sodding, mulching, fertilizer, drainage items, clearing and grubbing, and other items to complete the work under this contract. No additional payment will be made by the department for additional mobilizations.

Comply with all local ordinances that apply to work operations, including those pertaining to working during nighttime work hours. Any ordinance variance issued by the municipality or required permits shall be furnished to the engineer by the contractor, in writing, 3 working days before performing such work.

Some trees, signs, fences, and other items within the Temporary Limited Easement (TLE) shown on the plans are to remain. Do not remove them without the approval of the engineer and without contacting the property owner.

#### **Advance Notification**

Notify area first responders (police, fire, Emergency Medical Services [EMS]), Kenosha County Sheriff's Department, engineer, area school districts, garbage and recycling pick-up companies, and the post office 2 weeks in advance of all traffic switches and road closures. Notifications should be confirmed with all parties 1 week before implementation. Parties shall also be notified if a closure is cancelled.

#### **Invasive Species**

All project equipment shall be decontaminated for removal of invasive species before and after each use on the project site by using best management practices (BMPs) to avoid the spread of invasive species.

#### **Maintaining Existing Roadway**

Fill potholes and patch hazardous surfaces on the existing roadway if the existing pavement deteriorates during construction. The engineer shall locate areas requiring asphaltic surface patching, and installation of asphaltic surface patching shall be at the direction of the engineer.

Clean accumulated dust from the roadway pavement using a street sweeper, as directed by the engineer. The cost of street sweeping is incidental to the roadway work.

During working hours, upon notification by the engineer or its representative, the contractor shall, within 1 hour of notification, repair, replace, or protect any damaged or unsafe condition.

During non-working hours, upon notification by the engineer or its representative to the 24-hour contact provided, the contractor shall, within 1 hour of notification, respond to the engineer or its representative, and commit to having the issue resolved in a timeframe acceptable to the engineer.

# **Protection of Endangered Bats (Tree Clearing)**

Federally bats have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Tree clearing areas specified in plans are not considered suitable summer habitat for protected bats and no tree clearing restrictions apply to those locations. 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).

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Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season: April 15 to October 31, both dates inclusive.

Tree clearing is limited to that which is specified in the plans. Contractor means and methods to remove additional trees will not be allowed. If it is determined that additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

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.

#### 4. Traffic.

#### General

The work under this item shall conform to the requirements of Section 643 of the Standard Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), and as hereinafter provided.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control as shown on the Plans. Submit the plan 14 days before the Preconstruction Conference, or if after the Preconstruction Conference, 14 days before the intended use of the revised traffic control. A request does not constitute approval.

Provide 24 hour-a-day availability of equipment and forces to expeditiously restore devices including, but not limited to, pavement marking, lights, signs, drums, barricades, or other traffic control devices that are damaged or disturbed. The department will pay for materials that the engineer deems necessary to maintain these items at contract unit prices, or as extra work if the disturbance or damage is not the result of the contractor's operations, negligence, or noncompliance with the requirements of the contract.

Conduct construction operations in a manner that will cause the least interference to traffic movements, business, and residential access adjacent and within the construction areas.

Do not park or store equipment, vehicles, or construction materials within the clear zone (2 feet from the face of curb) on any roadway carrying traffic during non-working hours except at locations and periods of time approved by the engineer.

Utilize flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

#### **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

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Closure type without height, weight, or width restrictions (available width, all lanes in one direction <u>&gt;</u> 16 feet)	MINIMUM NOTIFICATION
Shoulder Closures	3 calendar days
Lane 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.

#### **Emergency and Property Access**

Maintain emergency access to properties and businesses within the work zone.

Maintain local access and access to residences, businesses, and community facilities during construction. Coordinate temporary closures during construction with owners and notify local businesses, residents, community services, and emergency services at least 1 week prior to the detour.

Do not remove from service residential or commercial driveways without sufficient notice given to tenants and/or property owners. Sufficient notice is defined as contacting tenants and/or property owners 48 hours prior to removing a driveway from service. Close only one driveway at a time on the properties that have multiple driveways. If the contractor wishes to make other arrangements regarding driveway maintenance, these arrangements shall be agreed to in writing and signed by the prime contractor and property owner of the affected driveway. Provide a copy of the signed written agreement to the engineer.

Residential driveways shall be replaced within 48 hours of removal. Driveway accesses that are not replaced within 48 hours shall be ramped with 1 1/4-inch base aggregate dense until the time they are replaced.

When commercial driveway access to a business property is removed, the driveway shall be immediately backfilled with 1 1/4-inch base aggregate dense until the time that it is replaced. All business property access shall be replaced one half at a time to maintain constant access, unless otherwise noted on the plans.

Contact the following businesses 7 days prior to the driveway and sidewalk closures outlined in the plans. Contact Manny's Food and Liquor and Howland Flowers 2 weeks prior to closing 45th Street east to coordinate the rerouting of deliveries using 44th Place. Contact Grace Petro Gas & Groceries 2 weeks prior to closing 44th Place to coordinate the rerouting of deliveries using 45th Street east.

- 1. Kenosha Community Health Center (4536 22nd Avenue): Isaac Johnson, (317) 690-2407.
- 2. Ambrosini Auto (4502 22nd Avenue): (224) 763-0440.
- 3. Our Lady of the Holy Rosary of Pompeii (2224 45th Street): Frank Bindelli, fjbindelli@gmail.com, (262) 620-9857.
- 4. All Saints Catholic School (4400 22nd Avenue): Sue Backus, (262) 945-4025.
- 5. Manny's Food and Liquor (2121 45th Street): (262) 497-1222.
- 6. Howland Flowers (4437 22nd Avenue): Laurie Howland, info@howlandflowers.com, (262) 654-0774.
- 7. Grace Petro Gas & Groceries (4433 22nd Avenue): Manny Singh, manny.singh97@icloud.com, (262) 687-9500.

#### **Traffic Control Signs PCMS**

Install Traffic Control Signs PCMS at the project ends to notify motorists of upcoming construction activities 7 days before the start of construction activities. These timeframes may be adjusted by the engineer.

Coordinate the locations of Traffic Control Signs PCMS with the engineer. Obtain acceptance from the engineer for all messages for all Traffic Control Signs PCMS.

#### **General Traffic Operations During All Stages**

Maintain pedestrian access by only closing one side of the intersection at a time or by detouring pedestrians to next side street. Do not close the crossing at two consecutive side roads at the same time.

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Maintain sidewalk access along 22nd Avenue while the roadway is being constructed. For each stage, once roadway and curb ramp construction are completed, reconstruct the sidewalk by detouring pedestrians to the sidewalk on the opposing side of the street. Construct sidewalk one block at a time while 22nd Avenue remains closed to southbound traffic. Communicate with property owners adjacent to the sidewalk under construction to coordinate maintenance of residential and business access.

On roadways where traffic is to be maintained, maintain a minimum lane width of 11 feet during construction, unless shown otherwise in the Plans.

Do not proceed to a following construction stage until all work in the current stage is completed, including, but not limited to, temporary pavement, concrete pavement, pertinent signing, and all required traffic control devices and temporary and/or permanent pavement marking.

Use 52nd Street, Washington Road, and 22nd Avenue as haul routes.

Peak hours are Monday through Friday from 6 AM to 9 AM and 3 PM to 6 PM. When work is noted in the plans to be completed during off-peak hours, obtain acceptance from the engineer on the proposed work schedule at least 48 hours prior to beginning the noted work

# **Traffic Control Operations**

This information is included to assist the contractor and its subcontractors; do not interpret this information as a demonstration of specified means and methods. Coordinate the schedule of operations for the construction staging as shown in the plans and as noted in these special provisions. Do not move operations within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer. Address traffic and construction with any proposed staging modifications provided to the engineer.

#### Stage 1

#### Traffic

Detour southbound traffic using Washington Road, 30th Avenue, and 52nd Street, as shown in the detour plans. Shift northbound traffic to the outside-most northbound lane of existing pavement. Maintain bidirectional traffic on 50th Street and Washington Road.

45th Street is stop-controlled during Stage 1 construction. Maintain westbound traffic on 45th Street west in Stages 1 and 1A. Maintain bidirectional traffic on 45th Street west in Stage 1B.

Maintain access to 43rd Street in Stage 1 while 41st Street is under construction. Maintain access to 41st Street in Stage 1B while 43rd Street is under construction.

Close the westbound left-turn lane and eastbound right-turn lane at the Washington Avenue and 22nd Avenue intersection.

Maintain pedestrian sidewalk access on the existing northbound side sidewalk. Maintain pedestrian crossings across 22nd Avenue at 50th Street, 45th Street, Washington Road, 43rd Street in Stage 1, and 41st Street in Stage 1B.

#### Construction

Construct pavement, temporary asphalt, curb and gutter, curb ramps, sidewalk, driveways, street lighting, storm sewer laterals and structures, traffic signals, and all other associated roadway items as shown in the plans.

# Stage 2

#### Traffic

Maintain the detour route placed in Stage 1 for southbound traffic. Shift northbound traffic to the outside-most southbound lane of the new pavement placed in Stage 1. Maintain bidirectional traffic on 50th Street and Washington Road.

45th Street is stop-controlled during Stage 2 construction. Maintain access to 45th Street east in Stage 2 and 44th Place in Stage 2A.

Maintain northbound on-street bicycle accommodation within the 15-foot northbound travel lane between the Washington Park driveway and Washington Road.

Maintain pedestrian sidewalk access on the new southbound side sidewalk. Maintain pedestrian crossings across 22nd Avenue at 50th Street, Washington Road, 45th Street in Stage 2, and 44th Place in Stage 2A.

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#### Construction

Construct pavement, curb and gutter, curb ramps, sidewalk, driveways, street lighting, storm sewer laterals and structures, traffic signals, pavement marking, permanent signing, and all other associated roadway items as shown in the plans.

#### 5. 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 22nd Avenue 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, May 22, 2026 to 7:00 AM Tuesday, May 26, 2026 Memorial Day;
- From noon Friday, July 3, 2026 to 7:00 AM Monday, July 6, 2026 Independence Day;
- From noon Friday, August 7, 2026 to 7:00 AM Monday, August 10, 2026 Our Lady of the Holy Rosary of Pompeii Parish Festival;
- From noon Friday, September 4, 2026 to 7:00 AM Tuesday, September 8, 2026 Labor Day;

stp-107-005 (20210113)

#### 6. Utilities.

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process or from the project engineer after the contract has been awarded and executed.

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. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-066 (20240703)

Any utility facility locations (stations, offsets, elevations, and depths) listed in this article are approximate.

The following utility owners have facilities within the project area, and adjustments will be made prior to construction:

#### AT&T Wisconsin-Communication Line

Relocation and adjustment of AT&T's aerial facilities will be constructed per We Energies' proposed work table. The anticipated number of working days to complete the relocations is 30 days. Work is anticipated to begin in January 2026.

# Spectrum-Communication Line

Spectrum will replace approximately 450 feet of underground facilities from 38th Street to approximately 200 feet south of Washington Road. The anticipated number of working days to complete the underground relocation is 5 days. Aerial transfers will be completed per We Energies' proposed work table.

#### **TDS Metrocom, LLC-Communication Line**

The manhole at the northwest corner of 22nd Avenue and 43rd Street (Station 431+59 LT) will be adjusted by TDS Metrocom to match the proposed sidewalk elevation. The anticipated number of working days to complete the relocation is 7 days. Work is anticipated to begin in October 2025.

### We Energies-Electricity

The following We Energies facilities will be relocated, as indicated in the proposed work table below. The anticipated number of working days to complete the relocation is 60 days. Work is anticipated to begin in November 2025.

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Existing Facility Location	Pole Number	Proposed Facility Location	Work Proposed
411+31, 28.5' RT	67-26343	411+42.5, 27.5' RT	Remove and relocate pole and install guy anchors
413+32, 29' RT	67-26345	413+39.5, 27.5' RT	Remove and relocate pole
414+30.5, 28.5' RT	67-26346	414+39, 29.5' RT	Remove and relocate pole
415+32.5, 41.5' LT	57-17075	415+33, 62' LT	Remove and relocate pole
418+32.5, 29' RT	67-26350	418+34, 29' RT	Remove and relocate pole
419+33.5, 29' RT	67-26375	419+32, 29.5' RT	Remove and relocate pole
421+33, 29.5' RT	67-26377	421+34.5, 27.5' RT	Remove and relocate pole
422+99.7, 30' LT	07-16213	422+98.5, 30' LT	Remove and relocate pole and install guy anchors
423+13, 27' RT	07-16299	423+10, 27' RT	Remove and relocate pole
424+51, 37.5' LT	67-23093	424+50.5, 41.5' LT	Remove and relocate pole
424+74, 25.4' RT	10-09000	424+70.5, 33' RT	Remove and relocate pole
425+71, 28' RT	67-23089	425+69, 28' RT	Remove and relocate pole
427+27, 26' RT	07-16210	427+26, 26.5' RT	Remove and relocate pole
428+21.5, 26' RT	58-10967	428+28, 26.5' RT	Remove and relocate pole
429+11, 26' RT	58-10968	429+14, 26.5' RT	Remove and relocate pole
430+08, 26' RT	58-10967	430+05.5, 26.5' RT	Remove and relocate pole
430+97.5, 25.5' RT	07-16249	430+90, 27' RT	Remove and relocate pole
431+17, 35.5' LT	07-16248	431+17.5, 47' LT	Remove and relocate pole and install guy anchors
431+60, 25.5' RT	07-16247	431+66.5, 26.5' RT	Remove and relocate pole and install guy anchors

It is imperative that the highway contractor contact We Energies before removing any electrical underground cables, to check that they have been discontinued and carry electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification. The We Energies Electric Dispatch phone number is (800) 662-4797.

# We Energies-Gas

The following We Energies facilities were relocated or adjusted, as indicated below. We Energies completed relocations in September 2025.

- We Energies will install a new 12-inch steel gas main. New main will run on the west side of 22nd Avenue approximately 18 feet left of the centerline. Tie in on the north side of Washington Road at Station 448+37. Main will run south along the west side of 22nd Avenue varying from 8' LT to 19.5' LT to tie in at Station 410+58, 32.8' LT.
- 2. We Energies will install a new 6-inch steel gas main.
  - a. Tee at Station 447+63, 13' LT west to tie in at Station 447+66, 23' LT.
  - b. Tee at Station 447+48, 13.5' LT east to tie in at Station 447+45, 7' LT.
  - c. Install an insulator/control point at Station 447+13, 71' RT.
- 3. We Energies will install a new 2-inch polyethylene (PE) gas main.
  - a. Tee at Station 437+38, 16.2' LT east crossing 22nd Avenue to elbow at Station 437+37, 28.3' RT and tie in at Station 437+29, 28.4' RT.
  - b. Tee at Station 431+51, 16.0' LT west to elbow at Station 431+55, 69' LT and tie in at Station 431+50, 70' LT.

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- c. Tie in at Station 431+71, 29.5' RT south to elbow at Station 431+55, 30.2' RT east to elbow at Station 431+54, 54' RT south crossing 43rd Street to elbow at 431+09, 53' RT. Main will go east to elbow at Station 431+09, 30.8' RT south to tie in at Station 430+99, 30' RT.
- d. Tee at Station 431+49, 54' RT east to tie in at Station 431+49, 67' RT.
- e. Tie in at Station 416+98, 28.6' RT east to elbow at Station 416+98, 33.7' RT south crossing 48th Street to elbow at Station 415+10, 33.7' RT to tie in at Station 415+10, 28.5' RT.
- f. Tee at Station 410+67, 15.7' LT east crossing 22nd Avenue to elbow at Station 410+67, 29' RT north to tie in at Station 410+79, 29' RT.
- 4. We Energies will discontinue the following gas facilities:
  - a. 10-inch steel gas main—west side of 22nd Avenue from Station 448+48, 19' LT south to Station 410+58, 32.8' LT.
  - b. 6-inch steel gas mains.
    - (1) Station 447+65, 19.5' LT west to Station 447+66, 23' LT.
    - (2) Station 447+50, 20' LT east to Station 447+45, 7' LT.
  - c. 2-inch gas mains.
    - (1) Station 431+49, 27' LT west to Station 431+50, 70' LT.
    - (2) Station 431+49, 27' LT east to Station 431+49, 67' RT.
    - (3) Station 431+50, 30' RT north to Station 431+71, 29.5' RT.
    - (4) Station 431+50, 31' RT south to Station 430+99, 30' RT.
    - (5) Station 416+98, 28.6' RT south to Station 415+10, 28.5' RT.
    - (6) Station 410+72, 33' LT east to Station 410+72, 29' RT.
- 5. We Energies will remove and dispose of the following 10-inch steel gas main facilities containing hazardous materials at the following locations:
  - a. Light pole conflicts.
    - (1) Station 438+35, 28' LT
    - (2) Station 437+10, 26' LT
    - (3) Station 435+85, 26' LT
    - (4) Station 434+55, 26' LT
    - (5) Station 433+26, 26' LT
    - (6) Station 432+05, 26' LT
    - (7) Station 430+85, 26' LT
    - (8) Station 429+65, 26' LT
    - (9) Station 428+45, 27' LT
    - (10) Station 427+30, 28' LT
    - (11) Station 426+20, 27' LT
    - (12) Station 420+65, 29' LT
    - (13) Station 415+98, 29' LT
    - (14) Station 414+78, 28' LT
  - b. Storm sewer conflicts.
    - (1) Station 439+43, 31' LT
    - (2) Station 438+92, 30' LT
    - (3) Station 431+16, 26' LT
    - (4) Station 431+09, 26' LT

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- (5) Station 424+64, 30' LT
- (6) Station 415+67, 29' LT

Any facilities not explicitly identified as being relocated, adjusted, or removed have been deemed to be not in conflict and will remain in place as is.

It is imperative that the highway contractor contact We Energies before removing any gas facilities, to check that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour dispatch lines to arrange for this verification. Contact (800) 261-5325 for gas emergencies, to identify if gas facilities are live, and for gas valve box adjustments. The We Energies Gas dispatch phone number is (800) 261-5325.

The following utility owners have facilities within the project area, and adjustments will be made prior to and during construction:

# Kenosha Water Utility-Sewer

Sanitary sewer manhole and water valves will be adjusted by the roadway contractor as part of the roadway project during construction.

#### Kenosha Water Utility-Water

Kenosha Water Utility will replace the water main along 22nd Avenue between the east and west legs of 45th Street prior to construction.

- 1. Station 423+49, 2' RT; Connect to existing 22nd Avenue water main.
- 2. Station 423+52, 2' RT; Install 45-degree bend.
- 3. Station 423+69, 16' LT; Install 45-degree bend.
- 4. Station 424+81, 16' LT; Connect to existing 45th Street water main.

Hydrants at the following locations will be replaced by Kenosha Water Utility during construction. Each hydrant relocation is anticipated to take one working day. The anticipated number of working days to complete all hydrant relocations is 4 days. Notify Kenosha Water Utility when the site is ready for hydrant relocations.

- 1. Station 415+82, 30' RT; Northeast corner of 22nd Avenue and 48th Street.
- 2. Station 426+55, 38' RT; Northeast corner of 22nd Avenue and 45th Street.
- 3. Station 426+20, 35' RT; Northeast corner of 22nd Avenue and 44th Place.
- 4. Station 437+60, 20' RT; Southeast corner of 22nd Avenue and 41st Street.

## SiFi Networks Kenosha LLC-Communication Line

Prior to construction, underground facilities adjacent to proposed light poles will be relocated 2 feet west, horizontally, away from the proposed light pole bases. SiFi chambers at 13 locations within the project limits will be adjusted to match the proposed sidewalk and terrace elevations. The anticipated number of working days to complete the relocations is 25 working days. Work is anticipated to begin in March 2026.

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

# Midwest Fiber Networks, LLC-Communication Line

#### 7. Work By Others.

The following non-utility facilities are within the vicinity of the project; however, adjustments will be completed as part of the project.

# City of Kenosha-Road Facility

City of Kenosha–Road facility includes existing street lighting and traffic signals.

Contact information: Rick Desotell; (262) 653-4070; rdesotell@kenosha.org.

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# 8. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.

The calculated land disturbance for the project site is 5.98 acres.

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp

A "Certificate of Permit Coverage" is available from the regional office by contacting Greg Hafeman, P.E. at (262) 548-8677. Post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Permit coverage for additional land disturbing construction activities related to contractor means and methods will be considered as part of the ECIP review and approval process. Coverage under the TCGP for additional land disturbance areas will be considered if the areas meet all of the following:

- · Must meet the permit's applicability criteria.
- · Must be for the exclusive use of a WisDOT project.
- Land disturbance first commences after the ECIP approval, and the areas are fully restored to meet the final stabilization criteria of the permit upon completion of the work.

The contractor is responsible for obtaining any permits for areas that are not approved by the department for coverage under the TCGP.

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#### 9. Erosion Control.

Prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Supplement section 107.20 pf the standard specifications with the following:

Provide the ECIP 14 calendar days prior to the Preconstruction Conference. ECIP will need to be generated in accordance with Trans 401 and TCGP (WPDES Permit No. WI-S066796-1). Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (Craig Webster, 141 NW Barstow Street #180, Waukesha, WI 53187, Tel: (262) 574-2141, Email: craig.webster@wisconsin.gov). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Maintain Erosion Control BMPs until permanent vegetation is established or until the Engineer determines that the BMP is no longer required.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Sod and fertilize, as designated by the engineer, within 7 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed and mulch. When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. Stockpiles, where runoff leave the site, need erosion control BMPs such as silt fence. Stockpiles will need to be stabilized within 14 days. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed and mulch.

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Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag.

Sawcut slurry shall be squeegeed to the gutter pan before moving to the next sawcut location and before proceeding to the next operation.

#### 10. Notice to Contractor-Kenosha Area Transit Coordination.

The city's Kenosha Area Transit (KAT) service operates bus routes within the construction limits. Route 1 travels northbound and southbound along 22nd Avenue. Route 3 travels along Washington Road, 22nd Avenue, and 43rd Street. During construction, KAT will detour all routes traveling southbound and will maintain routes traveling northbound within the project limits.

KAT will place temporary route signing to reroute pedestrians to alternative bus stop locations during construction.

Notify KAT at least 10 business days prior to beginning work. KAT will manage bus stop signs on the detour route.

Invite KAT to all coordination meetings between the contractor, the department, local officials, and businesspeople to discuss the project schedule of operations, including vehicular and pedestrian access during construction operations.

#### 11. Notice to Contractor-All Saints Catholic School Coordination.

22nd Avenue is used for bus pickup and drop-off. Notify All Saints Catholic School at least 2 weeks prior beginning work to allow for bus pickup and drop off to transition to the back parking lot of the school.

Notify All Saints Catholic School 1 week prior to the start of all traffic control closures to allow the school sufficient time to notify parents and teachers.

Invite All Saints Catholic School to all coordination meetings between the contractor, the department, local officials, and businesspeople to discuss the project schedule of operations, including vehicular and pedestrian access during construction operations.

Contact Information: Sue Backus Dean of Students (262) 945-4025 sbackus@allsaintskenosha.org.

#### 12. Notice to Contractor–Resident Access.

The property owner at 4307 22nd Avenue, Kenosha, WI 53140 has a disability that requires access to their property. Contact Bonnie Coursey at (850) 974-9721 prior to construction to discuss access accommodation.

#### 13. Notice to Contractor–Removing Inlets and Manholes.

The city will salvage inlet and manhole castings. Contact the city's Street Division at (262) 653-4070 at least 5 working days prior to the removal of the inlet and manhole castings along 22nd Avenue. Notify the city after the inlet and manhole castings are removed and ready to be arranged for pickup. Store removed frames and covers in a secure location until they are picked up by the city's representative.

#### 14. Notice to Contractor–Removing Signs and Small Signs Supports.

The city will salvage removed signs, sign supports, and V-Locs. Contact the city's Street Division at (262) 653-4070 at least 5 working days prior to the removal of signs along 22nd Avenue. Notify the city after the signs are removed and ready to be arranged for pickup. Store removed signs, sign supports, and V-Locs in a secure location until they are picked up by the city's representative.

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#### 15. Maintaining Drainage.

Maintain drainage at and through worksite during construction in accordance with Subsection 107.22 and Sections 204, 205, and 520 of the Standard Specifications.

Use existing storm sewer, temporary inlets, temporary storm sewer pipe, concrete collar, existing drainage channels, or temporary drainage channels, unless otherwise directed by the engineer, to maintain existing surface and pipe drainage. The cost of all work and materials associated is incidental to the work to maintain drainage, including, but not limited to, temporary pipe, concrete collar, and temporary inlet installation and removal.

Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pump are considered incidental to the project.

### Dewatering (Mechanical Pumping) for Bypass Water (Sediment-Free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert, and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream.

# Dewatering (Mechanical Pumping) for Treatment Water (Sediment-Laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.

# 16. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

Both the department and City of Kenosha personnel will inspect materials placement of sanitary sewer and water main under this contract. However, construction staking, post-placement testing of the system, and final acceptance of the sanitary sewer and water main construction will be by the City of Kenosha. stp-105-001 (20250701)

#### 17. Material and Equipment Staging.

Submit a map showing all proposed material stockpile and equipment storage locations to the Engineer 14 calendar days before either the preconstruction conference or proposed use, whichever comes first. Identify the purpose; length, width, and height; and duration of material stockpile or equipment storage at each location.

Material stockpiles and equipment storage on 22nd Avenue northbound and southbound between 50th Street and Washington Road is limited to a height of 5 feet and 14 calendar days, unless the Engineer approves otherwise in writing.

Material stockpiles and equipment storage on any sideroads between 50th Street and Washington Road are not allowed unless the Engineer approves otherwise in writing.

SER-107-011 (20181019)

#### 18. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The contractor shall prepare and coordinate publication of the meeting notices and mailings for meetings.

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The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

#### 19. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

stp-107-001 (20060512)

#### 20. Tree Protection.

The contractor will take all necessary precautions to protect trees within the project limits. When construction is within 8 feet of a tree or where the contractor perceives that even with reasonable care, damage may occur to a tree during construction, Dirk Kelson, City of Kenosha Forester, shall be contacted at (262) 653-4080 with a minimum of 24-hour notice. During excavation/trenching, tree roots shall be cut and not torn with large equipment. Protect trees remaining along the project so that the trunk and canopy are not damaged. To prevent soil compaction, do not store equipment and materials on the parkway.

#### 21. Removing Street Light Poles, Item 204.9060.S.01.

## A Description

This special provision describes removing Street Light Poles conforming to standard spec 204.

### B (Vacant)

#### C Construction

The city will salvage unmarked concrete poles and fixtures. Contact the city's Street Division at (262) 653-4070 at least 5 working days prior to the removal of the street light poles along 22nd Avenue. Notify the city after the street light poles are removed and ready to be arranged for pickup. Store removed street light poles and fixtures in a secure location until they are picked up by the city's representative.

#### **D** Measurement

The department will measure Removing Street Light Poles as each individual removing street light poles, acceptably completed.

#### **E** Payment

Add the following to standard spec 204.5:

**DESCRIPTION** ITEM NUMBER 204.9060.S.01 Removing Street Light Poles

**UNIT EACH** 

stp-204-025 (20230113)

#### 22. Concrete Sidewalk 4-Inch, Item 602.0405; Concrete Sidewalk 6-Inch, Item 602.0415.

Add the following to standard spec 602.3.2.3:

Stamp the name of the Contractor's firm, together with the year in which the sidewalk is laid, at the start and end of each new section of sidewalk, parallel to a transverse joint. Obtain the engineer's approval of the stamp prior to commencing work.

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#### 23. Temporary Audible Message Devices, Item 644.1900.S.

## **A Description**

This special provision describes providing, maintaining, and removing temporary audible message devices. These devices are used on temporary pedestrian facilities to guide individuals with sight disabilities.

#### **B** Materials

Furnish temporary audible message devices from the approved products lists.

#### **C** Construction

Provide and maintain temporary audible message device. Maintain and repair devices within two hours of being notified by the project engineer of an issue.

Contractors record messages as approved by the engineer.

Mount temporary audible message devices on drums, temporary sign supports, or other locations approved by the engineer. Locate motion detection areas that will be effective in activating the device to operate properly. Avoid locating motion detection areas that will cause activation by trees, traffic, or other known regular activity.

Move and adjust devices after disruptions by the work or the public.

Maintain devices in a working condition and replace batteries as needed. Replace any devices that are not working properly within 2 hours of being notified of an issue.

Use tamper-proof hardware for mounting.

#### **D** Measurement

The department will measure temporary audible message devices by the day, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT644.1900.STemporary Audible Message DeviceDAY

Payment is full compensation for providing, maintaining, and removing temporary audible message device.

The department will not pay for devices that are inoperable.

stp-644-190 (20250108)

# 24. Pull Boxes Steel 24x36-Inch, Item 653.0135; Pull Boxes Steel 24x42-Inch, Item 653.0140.

Add the following to standard spec 653.2:

All covers shall be stamped "ELECTRIC."

# 25. Pedestal Bases, Item 657.0100.

Replace standard spec 657.2.6 (1) with the following:

Furnish cast aluminum alloy pedestal and transformer bases from the Approved Products List (APL) meeting the design criteria specified in Section 657.2.1.3. Check that castings are true to pattern in form and dimensions and free from defects affecting strength or service life. Exclude Flag Pole/P&K Tubular Products, Inc. pedestal bases from the APL.

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26. Traffic Signal Face 3S 12-Inch, Item 658.0173; Traffic Signal Face 4S 12-Inch, Item 658.0174; Pedestrian Signal Face 16-Inch, Item 658.0416; Pedestrian Push Buttons, Item 658.0500; Signal Mounting Hardware, 22nd Avenue & 45th Street, Item 658.5070.01.

Replace Standard Specification Section 658.2 (2) with the following:

Furnish materials from the APL as follows:

- Traffic signal faces including signal housing, backplates, and LED modules. Provide Eagle SA
  polycarbonate signal housing and reflective backplate. Exclude GE Lighting Solution, LLC
  light emitting diode (LED) modules from the APL.
- 2. Pedestrian signal faces including signal housing and LED modules. Exclude GE Lighting Solution, LLC LED modules pedestrian countdown timer from the APL. Pedestrian signal visors shall be Eagle polycarbonate eggcrate visor, McCain Vantage Visor, or exact equivalent.
- 3. Pedestrian push buttons. Provide Polara Enterprises, LLC, Bulldog III Series vandal-resistant Americans with Disabilities Act (ADA)-compliant push button.
- 4. Signal mounting hardware.

Replace Standard Specification Section 658.2 (3) with the following:

For traffic signal faces, furnish signal housings, visors, LED modules, and reflective backplates as the plans show.

# 27. Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.

# **A Description**

This special provision describes the detachment and packaging of lamps, ballasts, LEDs, and mercury containing switches (e.g., overhead roadway lighting, underdeck bridge, wall packs, pedestrian signals, traffic control stop lights and warning flashers, fluorescent bulbs, and thermostats) removed under this contract for disposal as hazardous materials.

For Lamp, Ballast, LED, Switch Disposal by Contractor, coordinate removal from the work site by the department's hazardous waste disposal vendor. Disposal will be billed to the department by the hazardous waste disposal vendor.

For Lamp, Ballast, LED, Switch Disposal by Department, coordinate removal from the work site and delivery to the designated location for disposal by the department.

#### **B** Materials

Items removed under this contract will be considered the property of the department for waste generator identification. The contractor is responsible for coordinating with the department's hazardous waste vendor for disposal:

https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/hazwaste-contacts.pdf

# **C** Construction

#### C.1 Removal

Arrange for the de-energizing of luminaires after receiving approval from the engineer that the existing luminaires can be removed. Do not remove luminaires that cannot be replaced with proposed LED units and operational within the same workday. The new LED units need to be operational prior to sunset of the same workday.

Detach and remove luminaires and lamps from the existing traffic signal poles or respective structure. Avoid breaking fixtures whenever possible.

Lamps, ballasts, LED, and switches will become property of the department, and will be disposed of in an environmentally sound manner.

#### C.2 Packaging of Hazardous Materials

Provide a secure, level location removed from the travelled way for storage of the material for disposal.

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Pack intact fixtures in the packaging of the new lamps used to replace them, or packaging affording the equivalent protection. Place in full, closed stackable cartons.

Pile cartons no more than four high if palletized and secure cartons with shrink wrap to prevent shifting or falling of the loads. Clearly mark each pallet with the words "Universal Waste Lamps" or "Universal Waste Ballasts", the date, and the number of fixtures on each pallet.

Pack broken fixtures into (min.) 6 mil thick plastic bags and place inside sturdy cardboard boxes or the equivalent. Mark the outer packaging with the term "Broken Fixtures/Lamps", the date and the number of broken fixtures clearly marked on the box.

The hazardous waste vendor will not accept fixtures improperly packaged. The vendor will reject any fixtures not removed as part of a contract pay item or otherwise required under this contract.

Pack ballasts and mercury containing switches in appropriate containers.

#### C.3 Disposal by Contractor

Complete the lamp and ballast inventory (<a href="https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/dotlampballastinventory.dotx">https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/dotlampballastinventory.dotx</a>) and contact the hazardous waste vendor to coordinate pickup and disposal at a location specified by the contractor. Consolidate all pallets and boxes from one project at a single location. Contact the hazardous waste vendor to set up an appointment for pickup. The hazardous waste vendor requires a minimum of one week advance notice to schedule pickup.

#### **D** Measurement

The department will measure Lamp, Ballast, LED, Switch Disposal by Contractor as each individual unit removed and received by the hazardous waste vendor, properly packaged and acceptably completed, matching the total number of units provided on the inventory form. The department will not measure broken fixtures that exceed a total of 10 percent of all fixtures to be disposed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT659.5000.SLamp, Ballast, LED, Switch Disposal by ContractorEACH

Payment for Lamp, Ballast, LED, Switch Disposal by Contractor is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

#### 28. 2 3/8-Inch OD, 16 GA Galvanized Poles, 12-FT, Item SPV.0060.01.

#### **A Description**

This special provision describes furnishing galvanized steel poles to support signs. Perform work in accordance with Standard Specifications Section 634.

#### **B** Material

The steel pole shall be 2 3/8-inch OD, 16-gauge, 12-foot galvanized steel poles as manufactured by TAPCO, or an approved equal.

#### C (Vacant)

#### **D** Measurement

The department will measure 2 3/8-Inch OD, 16 GA Galvanized Steel Poles, 12-FT as each individual 2 3/8-inch OD, 16-gauge galvanized steel poles, 12 feet, acceptably completed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.01 2 3/8-Inch OD, 16 GA Galvanized Poles, 12-FT EACH

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Payment is full compensation for furnishing, hauling, and placing the poles.

### 29. 2 3/8-Inch OD, 16 GA Galvanized Poles, 8-FT, Item SPV.0060.02.

#### **A Description**

This special provision describes furnishing galvanized steel poles to support signs. Perform work in accordance with Standard Specifications Section 634.

#### **B** Material

The steel pole shall be 2 3/8-inch OD, 16-gauge, 12-foot galvanized steel poles as manufactured by TAPCO, or an approved equal.

#### C (Vacant)

#### **D** Measurement

The department will measure 2-3/8-Inch OD, 16 GA Galvanized Steel Poles, 8-FT as each individual 2 3/8-Inch OD, 16-gauge galvanized steel poles, 8 feet, acceptably completed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.02 2 3/8-Inch OD, 16 GA Galvanized Poles, 8-FT EACH

Payment is full compensation for furnishing, hauling, and placing the poles.

# 30. 30-Inch Round V-Loc, Item SPV.0060.03.

#### **A Description**

This special provision describes furnishing V-Locs to secure galvanized steel sign poles. Perform work in accordance with Standard Specifications Section 634.

#### **B** Material

The V-Loc shall be V-Loc, 23-VR3, for a 2 3/8-inch round post with wedge for soil installation, 30-inch length as manufactured by TAPCO, or an approved equal.

#### C (Vacant)

#### **D** Measurement

The department will measure 30-Inch Round V-Loc as each individual 30-inch round V-Loc, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.03 30-Inch Round V-Loc EACH

Payment is full compensation for furnishing and placing the V-loc.

# 31. 2 3/8-Inch Z-Bracket, Single-Sided, Round, Pair, Item SPV.0060.04.

#### **A Description**

This special provision describes furnishing Z-Brackets to secure signs to galvanized steel sign poles. Perform work in accordance with Standard Specifications Section 634.

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#### **B** Material

The Z-Bracket shall be a pair of Z-Bracket, single-sided, 2 3/8-inch round pole brackets manufactured by TAPCO, or an approved equal.

#### C (Vacant)

#### **D** Measurement

The department will measure 2 3/8-Inch Z-Bracket, Single-Sided, Round, Pair as each individual 2 3/8-inch Z-Bracket, single-sided, round, pair, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.042 3/8-Inch Z-Bracket, Single-Sided, Round, PairEACH

Payment is full compensation for furnishing and placing each pair of Z-Brackets.

# 32. Salvage and Reinstall City Owned Bus Route Signs, Item SPV.0060.05.

#### **A Description**

This special provision describes removing and salvaging existing City-owned bus route signs and installing a new replacement sign in the location specified in the plans. Perform work in accordance with Standard Specifications Section 637.

#### **B** Material

Salvaged signs may be used in lieu of a new replacement sign if the engineer determines that the salvaged sign is in satisfactory condition.

A replacement sign shall be provided by KAT. Contact KAT at (262) 653-4287 14 days prior to installation of the replacement sign.

#### **C** Construction

The city may want to salvage removed signs. Contact the city's Street Division at (262) 653-4070 at least 5 working days prior to the removal of signs along 22nd Avenue. Notify the city after the signs are removed and ready to be arranged for pickup. Store removed signs in a secure location until they are picked up by the city's representative.

#### **D** Measurement

The department will measure Salvage and Reinstall City Owned Bus Route Signs as each individual salvage and reinstall city owned bus route signs, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.05 Salvage and Reinstall City Owned Bus Route Signs EACH

Payment is full compensation for removal, hauling, and installation of both the existing and replacement sign.

### 33. Manhole Cover Storm, Item SPV.0060.06.

#### **A Description**

This special provision describes furnishing and installing storm sewer manhole castings and grates. Perform work in accordance with Standard Specifications Section 611.

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#### **B** Material

This item of work shall conform to a 9-inch casting for concrete streets. Castings shall be Neenah R-1642-2014 (9-inch) Frame and Type G grate with an open pick hole, an East Jordan Iron Works 1048 (9-inch) Frame and Type M1 Grate with open pick hole, or an approved equal.

At the Preconstruction Conference, provide the engineer with a material submittal for the riser rings to be used on the project. Provide and install manhole risers or inclined manhole risers to adjust all manholes to final grade.

#### **C** Construction

Adjust the Manhole Cover to the final surface elevation prior to installing concrete if hand pouring. If using a paver, adjust to final surface elevation immediately after paver has cleared the manhole.

Check that all manhole covers are flush with the adjacent final pavement surface within a 3/8-inch tolerance. Measure the height of each manhole cover by placing a 6-foot straightedge over the centerline of each manhole parallel to the direction of traffic. Make a measurement at each side of the manhole and average the two measurements. If the average is 5/8 inch or less but greater than 3/8 inch, the manhole cover shall be adjusted until it meets the 3/8-inch tolerance.

#### **D** Measurement

The department will measure Manhole Cover Storm as each individual manhole cover storm, acceptably completed.

#### **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.06
 Manhole Cover Storm
 EACH

Payment is full compensation for removing, salvaging, and hauling the existing covers; providing new covers, including frames, grates, or lids, and other required materials; installing and adjusting each cover.

# 34. Inlet Covers Type CH, Item SPV.0060.07.

#### **A Description**

This special provision describes furnishing and installing storm sewer inlet covers. Perform work in accordance with Standard Specifications Section 611.

#### **B** Material

Castings shall be a Neenah R 3067 C Frame and Type C Grate, or an approved equal.

#### C (Vacant)

#### **D** Measurement

The department will measure Inlet Covers Type CH as each individual inlet covers Type CH, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.07Inlet Covers Type CHEACH

Payment is full compensation for removing, salvaging, and hauling the existing covers; providing new covers, including frames, grates, or lids, and other required materials; installing and adjusting each cover.

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#### 35. Storm Sewer Tap, Item SPV.0060.08.

## **A Description**

This special provision describes tapping various sized storm sewer pipes into existing structures, including manholes or inlets, or other pipes at locations shown on the plans.

Perform the work in accordance with the applicable provisions of Standard Specifications Sections 608 and 611, and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

Tap into the existing structure to allow the pipe to be flush with the interior wall of the existing pipe or structure.

All necessary temporary shoring needed for construction of this item will not be paid for separately but will be included in this item of work.

#### **D** Measurement

The department will measure Storm Sewer Tap as each individual storm sewer tap, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT
SPV.0060.08 Storm Sewer Tap EACH

Payment is full compensation for providing all materials, including saw cuts; excavating; removing concrete; providing and removing sheeting and shoring; making connections to new or existing facilities; and cleaning out.

# 36. Sealing Manhole Openings, Item SPV.0060.09.

## **A Description**

This special provision describes sealing openings within an existing storm sewer manhole after removing existing storm sewer pipe(s) connected to it.

Perform the work in accordance with the applicable provisions of Standard Specifications Sections 204 and 611, and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

Thoroughly clean the opening on the storm sewer structure after removing the storm sewer pipes and seal them with brick, concrete block, or any grade of concrete specified under Standard Specifications Subsection 611.1.

#### **D** Measurement

The department will measure Sealing Manhole Openings as each individual sealing manhole openings, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.09Sealing Manhole OpeningsEACH

Payment is full compensation for providing all materials and for cleaning out the manholes.

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#### 37. Maintenance of Lighting, Item SPV.0060.10.

# **A Description**

This special provision describes furnishing all materials and work needed to maintain the existing light poles and associated existing overhead and underground electrical wiring to maintain the existing roadway lighting levels during construction. Once the new lighting installation is fully operational, the existing electrical system removal may proceed.

#### B (Vacant)

#### **C** Construction

Prior to any construction work beginning, assess and document the working condition of all existing lighting equipment on the project. This assessment shall be submitted to and verified by the engineer and used for the purposes of determining any existing lighting equipment that may have been damaged during construction. Any damage to existing lighting equipment caused by construction activities of the contractor shall be fixed at the contractor's expense.

Under this item, temporarily relocate existing light poles, underground electrical wiring, or overhead electrical wiring and poles that may interfere with construction activities or proposed design features to allow for the existing roadway lighting to be maintained throughout the duration of construction. Additionally, provide temporary overhead wiring and poles, underground wiring, and any other materials necessary for light pole relocations.

Locations of anticipated pole relocations are as follows:

- 1. Station 415+23 RT
- 2. Statioin 422+69 RT
- 3. Station 425+00 LT
- 4. Station 426+75 RT
- 5. Station 428+85 RT
- 6. Station 430+93 RT
- 7. Station 432+01 RT
- 8. Station 433+15 RT
- 9. Station 442+39 RT
- 10. Station 443+21 RT

#### **D** Measurement

The department will measure Maintenance of Lighting by each individual maintenance of lighting, successfully provided for the project. Maintenance of Lighting will be paid as one system and cover the project for the duration of the project. Maintenance of lighting work required for each construction stage will not be measured or paid for separately.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.10Maintenance of LightingEACH

Payment is full compensation for providing overhead and underground wiring and pole wiring; relocating existing poles and installing and removing temporary poles as needed; drilling holes; splicing; maintaining temporary wiring; and removing temporary wiring.

# 38. Luminaires Utility LED 80 Watts, Item SPV.0060.11.

#### **A Description**

Perform work in accordance with the applicable provisions of Standard Specifications Section 659 of the and as detailed on the Plans.

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#### **B** Material

Furnish light fixtures with LED lamping. The LED Luminaire shall be as described below.

- Manufacturer: Leotek.
- 2. Series: GreenCobra Jr. LED Streetlight GCJ J-Series
- Model: GCJ4.
   LED Code: 30J.
- 5. Voltage: MV (120-277V).
- 6. Color Temperature: 40K (4000K).
- 7. Distribution: 3R (Type 3R).
- 8. Finish: GY (Gray).
- 9. Output Code: 120.
- 10. Receptacle: PCR7 (ANSI 7-wire Photocontrol Receptacle).
- 11. Utility Label: WL (Utility Wattage Label).
- 12. Accessories: SC (Twist Lock Shorting Cap).
- 13. Warranty: 10-Year.

Provide mounting hardware as required to mount luminaire on light pole arms. All mounting hardware shall be stainless steel. Provide a shorting cap for each luminaire photocell receptacle.

#### C (Vacant)

#### **D** Measurement

The department will measure Luminaires Utility LED 80 Watts as each individual luminaires utility LED 80 watts, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT
SPV.0060.11 Luminaires Utility LED 80 Watts EACH

Payment is full compensation for furnishing and installing fixtures, fittings, and connecting to arms.

# 39. Remove Existing Lighting Cabinet, Item SPV.0060.12.

#### **A Description**

This special provision describes removing and disposing of existing utility pole-mounted lighting cabinet, electrical service, appurtenances, and the contents of the lighting cabinet in accordance with Standard Specifications Section 204, and as shown on the Plans.

#### B (Vacant)

#### **C** Construction

Remove the lighting cabinet, electrical service, appurtenances, and contents and dispose of removed materials.

Coordinate with the electric utility for the permanent removal of its associated mounting pole, pole-mounted transformer, and overhead service line and notify all utilities prior to removing the existing lighting cabinet. Utility disconnection fees, if any, will be paid by the City.

Contact City of Kenosha Street Department at (262) 653-4070 at least 5 working days prior to the removal of the lighting cabinet. All cabinet items are to be disposed of by the contractor.

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### **D** Measurement

The department will measure Remove Existing Lighting Cabinet as each individual remove existing lighting cabinet, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.12 Remove Existing Lighting Cabinet EACH

Payment is full compensation for removing the lighting cabinet, electrical service, appurtenances, and contents and for disposing of removed materials.

# 40. Remove Traffic Signals 22nd Avenue & 45th Street, Item SPV.0060.13.

# **A Description**

This special provision describes removing existing traffic signals at the intersection of 22nd Avenue and 45th Street in accordance with the pertinent provisions of Standard Specifications Section 204 and as hereinafter provided.

# B (Vacant)

# **C** Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Contact City of Kenosha electrical field unit at (262) 653-4070 at least 5 working days prior to the removal of the traffic signals to determine which items are to be salvaged and returned to the City. All other items are to be disposed of by the contractor. Complete the removal work within 5 calendar days following the shutdown of this equipment.

The City assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, and found to be damaged or not working shall be replaced by the contractor at no cost to the City.

Remove the signal cabinet from the footing. Remove all standards and poles from their concrete footings and disassemble out of traffic. Remove the pedestal bases from each standard. Remove the signal heads, mast arms, luminaires, wiring and cabling, and traffic signal mounting devices from each signal standard, arm, or pole. All access hand hole doors and all associated hardware shall remain intact. Dispose of the underground signal cable, internal wires, street lighting cable, and dispose of detector lead in cable, including loop wire for abandoned loops.

Contact the city's electrical field unit at (262) 653-4070 at least 5 working days prior to the removal of the traffic signal equipment. Notify the city after the traffic signal equipment has been removed and is ready to be arranged for pickup. Store removed traffic signal equipment in a secure location until it is picked up by the city's representative.

# **D** Measurement

The department will measure Remove Traffic Signals 22nd Avenue & 45th Street as each individual remove traffic signals, acceptably completed.

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.13Remove Traffic Signals 22nd Avenue & 45th StreetEACH

Payment is full compensation for removing and disassembling traffic signals and disposing of scrap material.

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# 41. Traffic Signal Cabinet and Controller 22nd Avenue & 45th Street, Item SPV.0060.14.

### **A Description**

This special provision describes furnishing and installing a traffic signal cabinet and controller at the intersection of 22nd Avenue and 45th Street as shown on the plans and as hereinafter provided.

This specification is to describe a signal controller cabinet in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete unit at each intersection, shall be included in the bid.

Any units not conforming sufficiently to these specifications as outlined below may be rejected and it will be the responsibility of the contractor to conform to the requirements, unless deviations have been cited in the bid and acceptance made on that basis.

Any additions, deletions, or variations from the following specifications must be stated. Reason for variations and deviations must also be stated. These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, it shall furnish evidence upon request that the model to be furnished has been commercially available to the trade for a period of not less than 1 year. Specifications also require that the contractor furnish descriptive literature, if available, complete specifications, and all other necessary data on the equipment contractor proposes to furnish. The contractor shall also furnish a copy of the conditions of vendor's warranty.

Controllers and cabinets are to be the manufacturer's latest model and design.

This item includes all materials and labor necessary to install a completely functional detection system including, but not limited to, detectors, processors, interface devices mounting hardware, power cable, and coaxial cable.

### **B** Material

# **B.1 TS2 Type 1 Cabinet Assembly**

This specification sets forth the minimum requirements for a TS2 Type 1 traffic control modular cabinet assembly. The cabinet assembly shall meet, as a minimum, all applicable sections of the NEMA Standard Publication No. TS2 1998. Where differences occur, this specification shall govern.

# **B.2 Cabinet Design and Construction**

Each cabinet shall be constructed from Type 5052 H32 aluminum with a minimum thickness of 0.125 inch.

Each cabinet shall be designed and manufactured with materials that will allow rigid mounting, whether intended for pole, base, or pedestal mounting. The cabinet must not flex on its mount.

A rain channel shall be incorporated into the design of the main door opening to prevent liquids from entering the enclosure. The cabinet door opening must be a minimum of 80 percent of the front surface of the cabinet. A stiffener plate shall be welded across the inside of the main door to prevent flexing.

The top of the cabinet shall incorporate a 1-inch slope toward the rear to prevent rain accumulation.

All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blow holes, and other irregularities. All sharp edges shall be ground smooth.

Each cabinet shall be supplied with natural aluminum finish, and sufficient care shall be taken in handling so that scratches are minimized.

All seams shall be sealed with Room Temperature Vulcanizing (RTV) sealant or equivalent material on the interior of the cabinet.

Each cabinet shall be supplied with a minimum of two removable shelves, manufactured from 5052 H32 aluminum. Shelves shall be a minimum of 10 inches deep. One computer drawer shall be included with the cabinet and mounted on the lowest shelf.

Shelves shall have horizontal slots at the rear and vertical slots at the front of the turned downside flange. Shelves shall be installed by first inserting the rear edge of the shelf on the cabinet rear sidewall mounting studs, then lowering the shelves on the front sidewall mounting studs. Shelves shall be held in place by a nylon tie wrap inserted through holes on the front edge of the shelf and around the front sidewall mounting studs.

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The front edge of the shelf shall have holes punched every 6 inches to accommodate tie wrapping of cables/harnesses.

A minimum of one set of vertical "C" channels shall be mounted on each interior wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. All mounting rails shall extend to within 7 inches of the top and bottom of the cabinet. Sidewall rail spacing shall be 7.88 inches center to center. Rear wall rail spacing shall be 18.50 inches center to center.

A 1-inch-diameter electrical trade size conduit hole with removable and reusable snap plug shall be provided on each side of the cabinet to facilitate lifting during installation. The holes shall be placed to allow placing a piece of conduit through the cabinet to extend out both sides of cabinet.

The main door and police door in door shall close against a weatherproof and dust proof, closed cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.250 inch thick by 1 inch wide. The gasket material for the police door shall be a minimum of 0.250 inches thick by 0.500 inch wide. The gaskets shall be permanently bonded to the cabinet.

The lower section of the cabinet shall be equipped with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for 3R ventilated enclosures. A non-corrosive, vermin and insect proof, removable air filter shall be secured to the air entrance. The filter shall fit snugly against the cabinet door wall.

The roof of the cabinet shall incorporate an exhaust plenum with a vent screen. Perforations in the vent screen shall not exceed 0.125 inch in diameter.

The main door on the cabinet shall be equipped with a three-point latching mechanism.

The handle on the main door to the cabinet shall utilize a 5/8-inch-minimum diameter shank. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle shall rotate counterclockwise to open. The handle shall not extend beyond the perimeter of the main door at any time. The lock assembly shall be positioned so that the handle shall not cause any interference with the key when opening the cabinet door.

The main door hinge shall be attached in such a manner that no rivets or bolts are exposed.

The main door shall include a mechanism capable of holding the door open at approximately 90, 125, and 150 degrees under windy conditions. Manual placement of the mechanism shall not be required by field personnel.

The main door shall be equipped with a Corbin tumbler lock number 1548 1, or exact equivalent. A minimum of two keys shall be supplied.

The police door (in door) shall be provided with a treasury type lock Corbin No. R357SGS, or exact equivalent, and a minimum of one key.

All base mounted cabinets require anchor bolts to properly secure the cabinet to its base. The cabinet flange for securing the anchor bolts shall not protrude outward from the bottom of the cabinet. Four 3/4-inch galvanized anchor bolts shall be supplied to provide proper installation. A set of 1/2-inch-thick rubber mounting gaskets shall be supplied to provide proper seal between the cabinet flange and the concrete foundation.

Each cabinet shall be of sufficient size to accommodate all equipment. Minimum cabinet sizes shall be as follows: 55 inches heigh by 44 inches wide by 24 inches deep (for all local controller cabinets).

# B.3 Terminals and Facilities/Main Panel Design and Construction

The main panel shall be constructed from 5052 H32 brushed aluminum of 0.125-inch minimum thickness and installed to minimize flexing when plug in components are installed.

All 16-position main panels shall be provided with a mounting mechanism that allows easy access to all wiring on the rear of the panel without the removal of any cabinet shelves. Lowering or complete removal of the main panel can be accomplished without the use of hand tools.

The terminals and facilities shall be available as a minimum in the following configuration:

Sixteen load switch sockets, six flash transfer relay sockets, one flasher socket, two main panel Bus Interface Unit (BIU) racks with two BIUs, one 16 channel detector rack with one BIU, and one Type 16 Malfunction Management Unit (MMU).

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All load switch and flash transfer relay socket reference designators shall be silk screen labeled on the front and rear of the main panel to match drawing designations. Socket pins shall be marked for reference on the rear of the panel.

A maximum of eight-load switch sockets may be positioned horizontally or stacked in two rows on the main panel. Main panels requiring more than eight-load switch sockets shall be mounted in two horizontal rows.

All load switches shall be supported by a bracket, extending at least half the length of the load switch.

Rack style mounting shall be provided to accommodate the required BIUs per the configuration listed above. A dual row, 64 pin female DIN 41612 Type B connector shall be provided for each BIU rack position. Card guides shall be provided for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the main panel. Detector rack BIU mounting shall be an integral part of the detector rack.

All BIU rack connectors shall have prewired address pins corresponding to the requirements of the TS2 specification. The address pins shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

The 16-load switch position main panel shall have all field wires contained on two rows of horizontally mounted terminal blocks. The upper row shall be wired for the pedestrian and overlap field terminations. The lower row shall be reserved for phase one through phase eight vehicle field terminations.

All field output circuits shall be terminated on a non-fused barrier type terminal block with a minimum rating of 10 amps. Each terminal block position shall have two No. 10/32 screw connectors and a removable shorting bar. Each field side terminal shall be equipped with a Burndy screw lug No. KPA4C, no substitutes.

All field input/output (I/O) terminals shall be identified by permanent alphanumerical labels. All labels shall use standard nomenclature per the NEMA TS2 specification.

It shall be possible to flash either the yellow or red indication on any vehicle movement and to change from one color indication to the other by use of a screwdriver.

Field terminal blocks shall be wired to use four positions per vehicle or overlap phase (green, yellow, red, flash). It shall not be necessary to de buss field terminal blocks for flash programming.

The main panel shall contain at least one flasher socket (silk screen labeled) capable of operating a 15 amp, 2-pole, NEMA solid state flasher. The flasher shall be supported by a bracket, extending at least half its length.

One resistor-capacitor circuit (RC) network shall be wired in parallel with each group of three flash transfer relays and any other relay coils.

All logic level, NEMA controller, and Malfunction Management Unit input and output terminations on the main panel shall be permanently labeled. Cabinet prints shall identify the function of each terminal position.

At a minimum, three 20-position terminal blocks shall be provided at the top of the main panel to provide access to the controller unit's programmable and non-programmable I/O. Terminal blocks for DC signal interfacing shall have a Number 6, 32- by 7/32-inch screw at minimum.

All main panel wiring shall conform to the following wire size and color:

Green/Walk load switch output	Brown wire	14 gauge
Yellow load switch output	Yellow wire	14 gauge
Red/Don't Walk load switch output	Red wire	14 gauge
MMU (other than AC power)	Violet wire	20 gauge
Controller I/O	Blue wire	20 gauge
AC Line (power panel to main panel)	Black wire	8/10 gauge
AC Line (main panel)	Black wire	10 gauge
AC Neutral (power panel to main panel)	White wire	8/10 gauge
AC Neutral (main panel)	White wire	10 gauge
Earth ground (power panel)	Green wire	8 gauge

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Logic ground Gray wire 20 gauge
Flash programming Orange wire Flasher Terminal; 14 gauge

Black wire red or yellow field Terminal

All wiring, 14 AWG and smaller, shall conform to MIL W 16878/1, type B/N, 600V, 19 strand tinned copper. The wire shall have a minimum of 0.010-inch-thick PVC insulation with clear nylon jacket and rated to 105°C. All 12 AWG and larger wire shall have UL listed THHN/THWN 90°C, 600V, 0.020-inch-thick PVC insulation and clear nylon jacketed.

Connecting cables shall be sleeved in a braided nylon mesh or poly jacketed. The use of exposed tie wraps or interwoven cables are unacceptable.

All terminals and facilities configurations shall be provided with sufficient RS 485 Port 1 communication cables to allow for the intended operation of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS 485 communications.

All main panels shall be prewired for a Type 16 Malfunction Management Unit.

All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt-type connections and splices are not acceptable.

All connecting cables and wire runs shall be secured by mechanical clamps. Stick-on-type clamps are not acceptable.

The grounding system in the cabinet shall be divided into three separate circuits (AC Neutral, Earth Ground, and Logic Ground). These ground circuits shall be separated, earth ground from the other two.

The main panel shall incorporate a relay to remove +24 VDC from the common side of the load switches when the intersection is placed into mechanical flash. The relay shall have a momentary pushbutton to apply power to the load switch inputs for ease of troubleshooting.

All pedestrian push button inputs from the field to the controller shall be opto-isolated through the BIU and operate at 12 VAC.

All wire (size 16 AWG or smaller) at solder joints shall be hooked or looped around the eyelet or terminal block post prior to soldering to provide circuit integrity. Lap joint soldering is not acceptable.

# **B.4 Power Panel Design and Construction**

The power panel shall consist of a separate module, securely fastened to the right-side wall of the cabinet. The power panel shall be wired to provide the necessary filtered power to the load switches, flasher(s), and power bus assembly. It shall be manufactured from 0.090-inch, 5052 H32 aluminum with a removable plastic front cover. This cover shall cover the front and top of the panel as to prevent anything from falling into the power panel. The plastic shall be Arc Flash Rated. The panel shall be of such design to allow a technician to access the main and auxiliary breakers without removing the front cover.

The power panel shall house the following components:

- 1. A minimum of a 40-amp main breaker for the 16-position cabinet. This breaker shall supply power to the controller, MMU, signals, cabinet power supply and auxiliary panels, and a 40-amp breaker to supply the flasher power. Breakers shall be at minimum, a thermal magnetic type, U.L. listed for heating, air conditioning, and refrigeration (HACR) service, with a minimum of 10,000 amp interrupting capacity.
- 2. A minimum of a 15-amp auxiliary breaker. This breaker shall supply power to the fan, light, and GFI utility outlet.
- 3. An EDCO Model SHA 1250, or exact approved equivalent surge arrester.
- 4. A 50-amp, 125 VAC radio interference line filter.
- 5. A SPST NO Crydom A4890 solid state relay.
- 6. A minimum of two 12-position neutral bus bars capable of connecting three #12 wires per position, one on the left side and one on the right side of the cabinet.

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- 7. A minimum of two 12-position ground bus bars capable of connecting three #12 wires per position, one on the left side and one on the right side of the cabinet.
- 8. A NEMA Type 5 15R GFI utility outlet.
- 9. A 4-position plug-in connector for wiring to the power bus assembly.

# **B.5 Power Bus Assembly**

The power bus assembly shall be manufactured from 0.090-inch, 5052 H32 aluminum. It shall provide filtered power for the controller, malfunction management unit, cabinet power supply, and all auxiliary equipment. It shall include the SDLC Bus connecting cables wired into a surface mounted compression terminal block.

The Power Bus Assembly shall house the following components:

- 1. Six power connectors.
- 2. Two terminal strips to hardwire the power connections.
- 3. SDLC terminal block with prewired cables.

All cabinet equipment requiring filtered power to operate shall be connected to the power bus assembly by a Burndy connector # SMS12PDH1 or exact equivalent, or hardwired directly to the supplied terminal blocks.

# **B.6 Auxiliary Cabinet Equipment**

The cabinet shall be provided with a thermostatically controlled (adjustable between 80°F to 150°F ventilation fan in the top of the cabinet plenum. The fanplate shall be removable with the use of simple hand tools for serviceability. A minimum of one exhaust fan shall be provided. The fan shall be a ball bearing type fan and shall be capable of drawing a minimum of 100 cubic feet of air per minute. The fan/thermostat assembly shall be connected to the power panel by means of a 4-position plug-in cable.

At minimum, two LED light panels shall be mounted in the cabinet to sufficiently illuminate the field terminals. The LED light panels shall be wired to a 15 amp On/Off toggle switch mounted on the power panel.

A resealable print pouch shall be mounted to the door of the cabinet. The pouch shall be of sufficient size to accommodate one complete set of cabinet prints.

A minimum of two sets of complete and accurate cabinet drawings shall be supplied with each cabinet.

Set up each cabinet for video detection with quad outlets.

For the System with a master, install master modem outlets.

# **B.7 Vehicle Detection**

A minimum of one vehicle detector amplifier rack shall be provided in each cabinet.

Each detector rack shall support up to 16 channels of loop detection (either eight 2-channel detectors or four 4-channel detectors), two 2 channel preemption devices, and one BIU.

Each cabinet shall contain detector interface panels for the purpose of connecting field loops and vehicle detector amplifiers. The panels shall be manufactured from FR4 G10 fiberglass, 0.062-inch thick, with a minimum of 2 ounces of copper for all traces.

A 16-position interface panel shall be provided for a 16-channel rack cabinet. The interface panel shall be secured to a mounting plate and attached to the left side of the cabinet.

Each interface panel shall allow for the connection of sixteen independent field loops. A ground bus terminal shall be provided between each loop pair terminal to provide a termination for the loop lead in cable ground wire.

Each interface panel shall provide a 10-position terminal block to terminate the field wires for up to two 2-channel preemption devices.

Lightning protection device mounting holes shall be provided to accommodate an Edco SRA 16C, Edco SRA 6, or Edco LCA 6, or a varistor lightning protection device. Lightning protection devices shall not be provided for each field loop.

A cable consisting of 20 AWG twisted pair wires shall be provided to enable connection to and from the panel to a detector rack. The twisted pair wires shall be color coded red and white wire.

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All termination points shall be identified by a unique number and silk screened on the panel.

Each detector rack shall accommodate rack mountable preemption devices such as EMTRAC or Opticom.

Each detector rack shall be powered by the cabinet power supply and be connected to the power bus assembly by means of Burndy connector #SMS12PDH1.

If loop detection is utilized at an intersection, each detector card rack shall be supplied with the required number of 2-channel detector cards to accommodate the loop detectors of the intersection plus two spare 2-channel detector cards.

The card rack shall have provisions to attach a marking strip or other identification labels to identify detector modules and/or specific intersection loops.

If radar detection is used, the appropriate City approved electrical equipment and hardware shall be furnished and installed in each controller cabinet so that each radar detector can be made operational to the satisfaction of the City.

### **B.8 Cabinet Test Switches and Police Panel**

A test switch panel shall be mounted on the inside of the main door. The test switch panel shall provide as a minimum the following:

- 1. Auto/Flash Switch: When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. If required by the plans and specifications, an optional RC network shall be provided to give the controller an external start pulse when switch is returned to the auto position. This will force the controller to initiate the startup sequence when exiting flash.
- 2. Stop Time Switch: When applied, the controller shall be stop timed in the current interval.
- 3. Control Equipment Power On/Off: This switch shall control the controller, MMU, and cabinet power supply AC power.

Momentary test push buttons for all vehicle and pedestrian inputs to the controller are not required. The TS2 controllers to be provided with the cabinet assemblies shall provide vehicular and pedestrian call inputs from its keyboard while in the standard status display.

The police door switch panel shall contain the following:

- 1. Signals On/Off Switch: In the OFF position, power shall be removed from signal heads in the intersection. The controller shall continue to operate. When in the OFF position, the MMU shall not conflict or require reset.
- 2. Auto/Flash Switch: In the flash position, power shall not be removed from the controller and stop time shall be applied. If required by the plans and specifications, an optional RC network shall be provided to give the controller an external start pulse when switch is returned to the auto position. This will force the controller to initiate the start-up sequence when exiting flash.

All toggle type switches shall be heavy duty and rated 15 amps minimum. Single or double pole switches may be provided, as required.

Any exposed terminals or switch solder points shall be covered with a non-flexible shield to prevent accidental contact.

All switch functions must be permanently and clearly labeled.

All wire routed to the police door in door and test switch push button panel shall be adequately protected against damage from repetitive opening and closing of the main door.

All test switch panel wiring shall be connected to the main panel via a 36 pin Burndy connector #SMS36R1, or exact equivalent.

All wiring from the main panel to the test switch panel shall be connected to the switch panel via a 24 pin Burndy connector #SMS24R1, or exact equivalent.

### **B.9 Controller Interconnect/Communication Panel**

Plans shall indicate the type of interconnect to be used.

# **B.9 Auxiliary Devices**

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### **B.9.1 Load Switches**

Load switches shall be solid state and shall conform to the requirements of Section 6.2 of the NEMA TS2 Standard.

Signal load switches shall have a minimum rating of 10 amperes at 120 VAC for an incandescent lamp load.

The front of the load switch shall be provided with at least three indicators to show, at minimum, the input signal from the controller to the load switch.

Load switches shall be dedicated per phase. The use of load switches for other partial phases is not acceptable.

The full complement of load switches shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

### **B.9.2 Flashers**

The flasher shall be solid state and shall conform to the requirements of Section 6.3 of the NEMA TS2 Standard.

Flashing of field circuits for the purpose of intersection flash shall be accomplished by a separate flasher.

The flasher shall be rated at 15 amperes, double pole with a nominal flash rate of 60 FPM.

# **B.9.3 Flash Transfer Relays**

All flash transfer relays shall meet the requirements of Section 6.4 of the NEMA TS2 Standard.

The coil of the flash transfer relay must be de energized for flash operation.

The full complement of relays shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

Malfunction Management Units:

Each cabinet assembly shall be supplied with one MMU as defined by the requirements of Section 4 of the NEMA TS2 Standard.

Units shall be a Reno MMU 1600G with Ethernet capabilities.

### **B.9.4 BIUs**

All BIUs shall meet the requirements of Section 8 of the NEMA TS2 Standard.

The full complement of Econolite Control Products, Inc. Model 160 1003 502 BIUs shall be supplied with each cabinet to allow for maximum phase and function utilization for which the cabinet is designed.

Each BIU shall include power on, transmit, and valid data indicators. All indicators shall be LEDs.

# **B.9.5 Cabinet Power Supply**

Each cabinet power supply shall meet the requirements of Section 5.3.5 of the NEMA TS2 Standard.

The cabinet power supply shall provide LED indicators for the line frequency, 12 VDC, 12 VAC, and 24 VDC outputs.

The cabinet power supply shall provide (on the front panel) jack plugs for access to the +24 VDC for test purposes.

One Econolite Control Products, Inc. Model 1084 003 or equivalent cabinet power supply shall be supplied with each cabinet assembly, and shall be wired directly to the Power Bus Assembly via a Burndy 12-position #SMS12PDH1 connector, or exact equivalent.

### **B.9.6 Controller Unit**

Each controller unit shall be an Econolite Cobalt controller with data key and Ethernet connection or engineer-approved equal.

# **C** Construction

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# C.1 Testing

Each controller and cabinet assembly shall be built per intersection plans and be tested to run said intersections as a complete entity under signal load for a minimum of 48 hours by the manufacturer or authorized dealer.

Each assembly shall be delivered with a signed document detailing the cabinet final tests performed.

Each cabinet shall be assembled and tested by the controller manufacturer or authorized local distributor to provide proper component integration and operation.

# C.2 Warranty

Each controller and plug ins shall be warranted by the manufacturer against mechanical and electrical defects for a period of 2 years from date of shipment. The manufacturer's warranty shall be supplied in writing with each cabinet and controller. Second party extended warranties are not acceptable.

The Malfunction Management unit shall be warranted by the manufacturer against mechanical and electrical defects for a period of 5 years from date of shipment or 2 years of run time. The manufacturer's warranty shall be supplied in writing with each cabinet and controller. Second party extended warranties are not acceptable.

Each cabinet assembly and all other components shall be warranted for a period of 1 year from date of shipment.

Any defects shall be corrected by the manufacturer or supplier at no cost to the city.

### **D** Measurement

The department will measure Traffic Signal Cabinet and Controller 22nd Avenue & 45th Street as each individual traffic signal cabinet and controller, acceptably completed.

# **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.14
 Traffic Signal Cabinet and Controller 22nd Avenue & 45th Street
 EACH

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, all required control units, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary so that the controller will perform the said functions.

# 42. Radar Sensor System 22nd Avenue & 45th Street, Item SPV.0060.15.

# **A Description**

This special provision describes furnishing and installing a Radar Sensor System at the intersection of 22nd Avenue and 45th Street as shown on the plans and as hereinafter provided.

### **B** Material

Provide the following items:

- 1. EVO Radar Sensor Kit. Kit includes sensors with mounting brackets, junction boxes with mounting brackets, and connecting cable.
- 2. EVO cabinet hub and wall mount kit.
- 3. TS2 SDLC cable, male to SDLC hub, 25 pin to 15 pin.
- 4. Cable, 14-2C IMSA 50-2 TNC SHD PE/PE 600V loop lead-in, 1,000-foot spool.
- 5. Anything else required by the vendor for a complete system in place and functional.

# **C** Construction

The cabinet interface device shall be shelf mounted and shall be capable of being mounted on the side of traffic cabinet.

Mount detectors on the mast arms and signal poles as shown on the Plans and in accordance with manufacturer recommendations.

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### **D** Measurement

The department will measure Radar Sensor System 22nd Avenue & 45th Street as each individual radar sensor system, acceptably completed.

# **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.15
 Radar Sensor System 22nd Avenue & 45th Street
 EACH

Payment is full compensation for furnishing and installing the radar sensor system.

# 43. Emergency Vehicle Preemption 22nd Avenue & 45th Street, Item SPV.0060.16.

# **A Description**

This special provision describes furnishing and installing an Emergency Vehicle Preemption (EVP) at the location shown on the plans and as hereinafter provided.

### **B** Material

Provide the following items:

- 1. Provide Opticom Model 3100 global positioning system (GPS) radio unit containing GPS receiver with antenna and a 2.4 GHz spread spectrum transceiver with antenna.
- 2. Opticom 764 multimode phase selector.
- 3. Opticom 768 auxiliary interface panel.
- 4. Opticom 1040 GPS card rack.
- 5. Opticom 1070 GPS installation cable.
- 6. Mounting brackets, reducing bushings, lock rings, pinnacles (cap), pole grommets (or chase nipple), discriminator equipment, and any items necessary for installation for a complete system in place and functional.

### **C** Construction

Mount detector on the mast arms and signal poles as shown on the Plans.

Mount the EVP receiver just above the upper traffic signal mast arm bracket, positioning the polybracket above the traffic signal mast arm. Install the cable from the traffic signal control cabinet to the EVP receiver. Include a 6-foot loop of cable in the pull box nearest the mounting pole. Allow 3 days for scheduling of test for final acceptance.

### **D** Measurement

The department will measure Emergency Vehicle Preemption 22nd Avenue & 45th Street as each individual emergency vehicle preemption, acceptably completed.

# E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.16
 Emergency Vehicle Preemption 22nd Avenue & 45th Street
 EACH

Payment is full compensation for furnishing and installing all EVP detector equipment and cable; furnishing and installing the mounting hardware and any miscellaneous items necessary to complete the entire system at the specified intersection; and coordinating with the City.

# 44. Adjusting Water Valve Covers, Item SPV.0060.17.

# **A Description**

This special provision describes adjusting water valve covers to bring up to final grade.

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### **B** Material

All water valves shall be adjusted using valve box riser rings. These rings shall be supplied by the contractor. Riser rings come in multiple sizes and shall be made of iron or steel. Water boxes shall be adjusted to be flush with the new pavement grade.

# **C** Construction

Conduct an inspection of all water valve boxes prior to construction and a provide a detailed log with photos to the engineer and the Kenosha Water Utility. This inspection shall be done with the Kenosha Water Utility. All damaged valve boxes as well as debris inside the valve boxes shall be documented. If the pre-work inspection is not done, any valve box repair work required will be the responsibility of the contractor.

Take special care so that all water valve boxes are clean, accessible, and operational during all phases of construction. Valve boxes should be visible and clearly marked on the site to prevent damage from trucks and equipment. Any water valve boxes that are damaged or filled with debris due to construction activities that were not previously logged shall be repaired and/or cleaned at the contractor's expense.

If a valve box is to be located in pavement, Kenosha Water Utility shall be contacted 48 hours prior to paving in order to do a pre-pavement inspection to ensure the adjustment was satisfactorily made and that the valve box is centered over the nut. At that time, Kenosha Water Utility will plug each valve prior to paving to prevent debris or paving material from falling down the box. This plug must remain in place during the paving operation.

An inspection by the contractor and the Kenosha Water Utility shall be made after a street is completed. Any valve box found damaged, off-center, paved over, or that has construction material inside during final inspection shall be repaired, raised and/or cleaned by the contractor at the contractor's cost. Water valves that are in the mainline pavement will have a 6-foot straightedge placed over the centerline of each valve parallel to the direction of traffic. A measurement will be made at each side of the valve, and the two measurements will be averaged. If the average is less than 5/8 inches but greater than 3/8 inches, the utility valve shall be allowed to remain in place but will be paid at one-half the unit price for the adjustment. If the average is greater than 5/8 inches, the water valve shall be readjusted at the contractor's cost.

### **D** Measurement

The department will measure Adjusting Water Valve Covers as each individual adjusting water valve covers, acceptably completed.

### **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.17
 Adjusting Water Valve Covers
 EACH

Payment for the is full compensation for all labor, materials, and riser rings necessary to bring water valve covers up to final grade.

# 45. Adjusting Curb Boxes, Item SPV.0060.18.

# **A Description**

This special provision describes adjusting curb boxes to bring up to final grade.

### B (Vacant)

# **C** Construction

Conduct an inspection of all curb boxes prior to construction and a provide a detailed log with photographs to the engineer and the Kenosha Water Utility. This inspection shall be done with the Kenosha Water Utility. All damaged curb boxes as well as debris inside the curb boxes shall be documented. If the pre-work inspection is not done, any curb box repair work required will be the responsibility of the contractor.

Take special care so that all curb boxes are clean, accessible, and operational during all phases of construction. Curb boxes should be visible and clearly marked on the site to prevent damage from trucks

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and equipment. Any curb boxes that are damaged or filled with debris due to construction activities that were not previously logged shall be repaired and/or cleaned at the contractor's expense.

Adjust curb box as needed to the finished ground elevation. If an extension is needed, it shall be considered incidental and included in the cost for Adjusting Curb Boxes. If a curb box is to be located in pavement or if an adjustment occurs in existing pavement and the existing curb box top is not metal, Kenosha Water Utility will provide the metal curb box top section and furnco and the contractor shall provide the labor to make the adjustment to the curb box. Kenosha Water Utility shall be contacted 48 hours prior to paving to do a pre-pavement inspection to ensure the adjustment was satisfactorily made and that the curb box is centered over the blade.

An inspection by the contractor and the Kenosha Water Utility shall be made after a street is completed. Any curb box found damaged, off-center, paved over, or that has construction material inside during final inspection shall be repaired, raised and/or cleaned by the contractor at the contractor's cost.

### **D** Measurement

The department will measure Adjusting Curb Boxes as each individual adjusting curb boxes, acceptably completed.

# **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.18
 Adjusting Curb Boxes
 EACH

Payment for the is full compensation for all labor, materials, and riser rings necessary to bring curb boxes up to final grade.

# 46. Adjusting Sanitary Sewer Manhole Covers, Item SPV.0060.19.

# **A Description**

This special provision describes adjusting sanitary sewer manhole covers in accordance with Standard Specifications Section 611, with the following exceptions.

# B (Vacant)

# **C** Construction

For concrete streets, adjust the manhole cover to the final surface elevation prior to installing concrete if hand pouring. If using a paver adjust, to final surface elevation immediately after paver has cleared the manhole.

Check that all manhole covers are flush with the adjacent final pavement surface within a 3/8-inch tolerance. Measure the height of each manhole cover by placing a 6-foot straightedge over the centerline of each manhole parallel to the direction of traffic. Make a measurement at each side of the manhole and average the two measurements. If the average is 5/8 inch or less but greater than 3/8 inch, the manhole cover shall be adjusted until it meets the 3/8-inch tolerance.

All public sanitary manhole castings within the project limits shall be replaced. New frames and lids will be provided by the Kenosha Water Utility at a 1 for 1 exchange rate with the existing castings. The contractor shall be responsible for hauling all existing sanitary manhole frames and lids that are being replaced to the Kenosha Water Utility yard located at 4401 Green Bay Road prior to receiving new frames and lids. Contact the Kenosha Water Utility Engineering Department at (262) 653-4315 at least 24 hours prior to the exchanging of frames and lids.

All sanitary manhole adjustments also require an additional rubber seal to be attached to the manhole riser rings or cone section in accordance with the details provided in the contract plans. The Kenosha Water Utility will supply the required internal/external seal as furnished by Adapter, Inc. These seals shall be placed during the adjustments of sanitary manhole covers in accordance with the standard detail sheet included in the plan set. If assistance is needed for the installation, contact the Kenosha Water Utility Engineering Department at (262) 653-4315. If the contractor is unable or unwilling to install the internal/external seals provided by the Kenosha Water Utility, it may utilize its own seals, subject to Kenosha Water Utility approval, which shall be provided at the contractor's own expense.

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The top of manhole castings shall be set to finished grade and shall be placed at the same slope as the adjacent finished surface. Manhole frames shall be adjusted to the maximum extent possible by using adjusting rings. After placing rings, the casting shall be permanently shimmed to obtain the necessary elevation and slope. Shims shall be placed at a minimum of three locations between the casting and top adjusting ring to prevent rocking of the casting. Shims shall have a minimum surface area of 8 square inches and be made of steel, or other non-degradable material approved by the Kenosha Water Utility. After the shims have been installed, non-shrink grout shall be injected into the space between the adjusting ring and frame.

The Kenosha Water Utility will inspect these seals to verify that they have been properly installed as well as to determine if the contractor is allowing debris to get into the sewers. The contractor shall be responsible for cleaning debris from sanitary manholes upon the request of the Kenosha Water Utility. If the debris in the manhole is blocking flow, the contractor must clean the manhole within 24 hours. Any damages caused to properties by sewer backups due to construction debris in the sewer are the contractor's liability. If construction debris enters the sewer pipe, Kenosha Water Utility will be responsible for the cleaning of all sanitary sewers within the project limits at the contractor's expense.

### **D** Measurement

The department will measure Adjusting Sanitary Sewer Manhole Covers as each individual adjusting sanitary sewer manhole covers, acceptably completed.

# **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.19
 Adjusting Sanitary Sewer Manhole Covers
 EACH

Payment is full compensation for all metal plates, excavation, adjusting, mortar, adhesive/sealant, manhole riser rings, adjustment rings, installing internal/external seals, casting sleeves, exchanging manhole castings, and all other costs associated with such work.

# 47. Relocating Stone Monuments, Item SPV.0060.20.

# **A Description**

This special provision describes removing and relocating stone monuments from the existing location to a new location shown of the plan.

### B (Vacant)

### **C** Construction

Remove monuments from the existing location, clean, store, and reinstall the monuments in the location shown on the plans or as directed by the engineer. Construct a new monument foundation matching the thickness and material of the existing foundation.

# **D** Measurement

The department will measure Relocating Stone Monuments as each individual relocating stone monuments, acceptably completed.

### **E** Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.20
 Relocating Stone Monuments
 EACH

Payment is full compensation for removing, cleaning, storing, transporting, backfilling, restoring the area occupied by the monument, materials and construction of and new monument foundation, and reinstalling the monuments at the location shown on the plans or as directed by the engineer.

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# 48. Laminated No Parking Signs and Property Owner Notifications, Item SPV.0060.21.

# **A Description**

This special provision describes providing laminated "No Parking" signs and property owner notifications for specific items of work.

# B (Vacant)

### **C** Construction

# C.1 "No Parking" Signs

Provide and install "No Parking" signs at least 24 hours in advance of the commencement of the work in the designated location.

City will provide a sample of the sign. Obtain approval of the signs from the city prior to being installed.

Signs must be laminated or able to withstand weather conditions.

Signs shall be installed for the entirety of the parking restriction window.

Contractor shall replace damaged or missing signs.

# **C.2 Property Owner Notifications**

The contractor is responsible for notifying residents of all work that will affect their homes or businesses at least 48 hours in advance of the commencement of the work.

Example items of work that require notifications include, but are not limited to:

- 1. Tree clearing and grubbing adjacent to private property.
- 2. Work performed beyond the working hours listed above, such as concrete pavement saw cutting.
- 3. Loss of access to driveways.
- 4. Interruption of sewer and water services.
- 5. Road closures.
- 6. Obstructions and excavation or grading on private property (including easement areas).

Each notice shall be mailed or delivered in person.

A copy of each notice shall be provided to the engineer, including when the notice was mailed or hand delivered.

If work operations causing interruption are delayed by more than 2 days from the date stated on the notice, a new notice shall be provided to the residents to update the new construction schedule. Work cannot commence until additional notifications are provided 24 hours in advance.

If notices are not provided to property owners in the manner describe above, the City will not allow any work affecting property owner access to continue until proper notice has been provided per the conditions listed above. Any delays caused by the lack of proper notice not being provided will not be grounds for a contract time extension.

# C.2.1 Information to be Included

Notices shall include the reason for the interruption; start date, start time, and duration of the expected interruption; sequence of operations to be performed during interruption; and contractor contact information.

Driveway interruptions shall additionally include timeframe of when property owners will be able to access the driveway again and a statement regarding temporary access, as needed. A second notice meeting above requirements is required prior to removing temporary access.

# C.2.2 Landscape Restoration

Provide notification following the installation of sod or seed noting procedures in caring for sodded or seeded areas, watering schedule, mowing limitations, and length of time contractor is responsible for proper growth.

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### **D** Measurement

The department will measure Laminated No Parking Signs by each laminated "No Parking" sign and property owner notification successfully provided for the project. All "No Parking" signs and property owner notifications will be paid once and cover the project for the duration of the project.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.21 Laminated No Parking Signs and Property Owner Notifications EACH

Payment is full compensation for all materials and equipment associated with "No Parking" signs and

# 49. Section Corner Monuments, Item SPV.0060.22.

# **A Description**

property owner notifications.

Coordinate with Southeastern Wisconsin Regional Planning Commission (SEWRPC) for the perpetuation and replacement of a section corner (Public Land Survey System- PLSS) monument.

### **B** Materials

SEWRPC will provide a pre-cast concrete monument or brass disk to be used to mark the PLSS corner.

Furnish base aggregate dense materials that conform to standard spec 305. Furnish concrete, asphalt, topsoil or other materials depending on the surface surrounding the corner.

### **C** Construction

SEWRPC will perpetuate existing section corner monument. The CONTRACTOR is responsible to coordinate with SEWRPC and the WisDOT Project Manager throughout the perpetuation and replacement process. The CONTRACTOR will contact the engineer and SEWRPC at (262) 853-8463 at least two (2) weeks before starting construction operations or the preconstruction meeting to allow for section corner monument perpetuation.

CONTRACTOR must excavate and completely remove the existing monument. CONTRACTOR is responsible for providing a backfilled 3 to 4 foot deep hole where existing monument was removed. CONTRACTOR is responsible to coordinate the materials and methodology to complete the construction of the surface surrounding the monument. This may include but is not limited to a 2' x 2' "box out" or 24" diameter core hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed and mulching or other materials or methodologies as agreed to by the CONTRACTOR and SEWPRC.

### **Contact Information:**

Attn: Andy Traeger (Construction Coordinator)
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone (262) 953-4296
Cell (262) 853-8463
Fax (262) 547-1103

### **D** Measurement

atraeger@sewrpc.org

The department will measure Section Corner Monuments Special by the individual unit acceptably completed.

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### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.22 Section Corner Monuments EACH

Payment is full compensation for all excavating; removal of existing monument, for placing and compacting backfill material; for disposing of surplus materials; for concrete or asphalt material, finishing of roadway or other surfaces, for all coordination with SEWRPC.

SER-621-001 (20210924)

# 50. PVC Pipe 6-Inch, Item SPV.0090.01.

# **A Description**

This special provision describes the furnishing and installation of polyvinyl chloride (PVC) storm sewer pipe.

### **B** Material

Provide solid-wall PVC storm sewer pipe and fittings meeting the requirements of American Society for Testing and Materials (ASTM) D3034.

Provide pipe and fittings having a Standard Dimension Ratio of 26.

Transition couplings shall be provided to join dissimilar pipe materials or to connect PVC pipe to existing pipe where a standard pipe joint cannot be provided. Couplings shall be designed to join the pipe materials matching flow line elevations. Transition couplings shall be Fernco 5000 RC Strongback, Mission Flex-Seal ARC Shielded, or equal. Shear rings shall be provided to minimize differential settlement. All bands, clamps, shear rings, and other metal components shall be stainless steel. Bushings or transitions shall be provided to accommodate pipe size differences.

### **C** Construction

All work under this section shall conform to Standard Specification Section 611 and as detailed in the plans. Install pipe fittings in accordance with the manufacturer's recommendations.

Assemble solvent cement joints using solvent cement obtained from the pipe manufacturer, which conforms to the requirements of ASTM D2564.

The assembled joint must pass the performance tests as required in ASTM D3212.

### **D** Measurement

The department will measure Storm Sewer Pipe PVC 6-Inch in length by the linear foot, acceptably completed.

### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.01PVC Pipe 6-InchLF

Payment is full compensation for providing all materials, including fittings; excavation; forming the foundation; providing and removing sheeting and shoring; laying pipe and sealing joints; making connections to new or existing fixtures; backfilling; and providing granular backfill material, including bedding material.

# 51. Management of Solid Waste, Item SPV.0195.01.

# **A Description**

### A.1 General

This work will conform with the requirements of Section 205 of the Standard Specifications; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and

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Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Soil considered to be solid waste due to petroleum, chlorinated solvents, and metals will be encountered within the construction limits. The solid waste may contain NR 500 non-exempt industrial wastes including soil mixed with foundry sand and slag. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR approved disposal facility. The closest WDNR approved disposal facilities are:

Waste Management Pheasant Run Landfill 19414 60<sup>th</sup> St., Bristol, WI 53104 (866) 909-4458

Green For Life (GFL) Emerald Park Landfill W124S10629 South 124<sup>th</sup> Street Muskego, WI 53132 (414) 529-1360

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

# A.2 Notice to the Contractor - Solid Waste Soil and Contaminated Groundwater Location

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil contamination was conducted at select locations. Results indicate that solid waste (soil contaminated with petroleum, chlorinated solvents, and metals is present at the following locations as shown on the plans:

- 1. Station 421+00 to 422+50, from reference line to project limits left, from 1 to 8+ feet below grade. The estimated volume of solid waste soil to be excavated at this location is 124 CY (approximately 211 tons using a conversion factor of 1.7 tons per cubic yard).
- 2. Station 422+50 to 424+00, from project limits left to project limits right, from 1 to 8+ feet below grade. The estimated volume of solid waste soil to be excavated at this location is 194 CY (approximately 330 tons using a conversion factor of 1.7 tons per cubic yard).
- 3. Station 424+00 to 425+50, from reference line to project limits left, from 1 to 8+ feet below grade. The estimated volume of solid waste soil to be excavated at this location is 41 CY (approximately 70 tons using a conversion factor of 1.7 tons per cubic yard).

Directly load solid waste soil excavated by the project at the above locations into trucks that will transport the material to a WDNR-licensed landfill facility for landfill disposal.

If obviously contaminated soils or signs of NR500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

Active groundwater monitoring wells were not observed within the construction limits during the hazardous materials assessment. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above locations, conduct the dewatering in accordance with Section C below.

# A.3 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated waste. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin

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Department of Transportation. For further information regarding previous investigation and remediation activities in this area contact:

Name: Andrew Malsom

Address: 141 NW Barstow St., P.O. Box 798, Waukesha, WI 53187-0798

Phone: (262) 548-6705 Fax: (262) 548-6891

E-mail: Andrew.Malsom@dot.wi.gov

### A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 6737 W. Washington St., Suite 3460, West Allis, WI 53214

Contact: Warren (Tyler) Stapel Phone: (262) 825-2045 cell

E-mail: wstapel@trccompanines.com

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of solid waste soil described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste soil and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste soil.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted areas. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted areas. Perform excavation in the impacted areas on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

# A.5 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, expect to encounter historic fill contaminated with industrial waste and associated regulated metals and organic compounds. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

# B (Vacant)

### **C** Construction

Add the following to standard spec 205.3:

Control operations in the impacted areas to minimize the quantity of soil excavated.

The environmental consultant will periodically monitor soil excavated from the areas identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual

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observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

Directly load and haul solid waste soil designated by the environmental consultant for offsite disposal to the WDNR approved landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of the material. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

Verify that the vehicles used to transport material are licensed for such activity in accordance with applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the areas of known contamination, larger pieces of clean concrete (~2 cubic feet), asphalt and bricks shall be segregated from the fill to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in areas of known contamination, water generated from dewatering activities may contain petroleum compounds, chlorinated volatile organic compounds, and/or metals. Such water may require analytical testing, and with approval from the City of Kenosha be discharged to the sanitary sewer as follows:

- Meet all applicable requirements of the City of Kenosha including the control of suspended solids.
  Perform all necessary monitoring to document compliance with the City of Kenosha requirements.
  Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the City of Kenosha requirements.
- 2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Groundwater with a petroleum sheen cannot be discharged to the sanitary sewer. If dewatering is necessary where the groundwater has a sheen on the surface, the water shall be pumped into a holding tank or tanker truck for off-site testing and disposal.

Notify the engineer of any dewatering activities. Contractor shall obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

### **D** Measurement

The department will measure solid waste by the ton of waste accepted by the disposal facility and as documented by weight tickets.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.01Management of Solid WasteTON

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; and dewatering of soils before transport, if necessary.

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# ADDITIONAL SPECIAL PROVISION 1 (ASP 1) HIGHWAY CONSTRUCTION SKILLS TRAINING (HCST) 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 include: 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).

The Wisconsin Department of Transportation OJT program was originally established in 1995. Highway Construction Skills Training (HCST) was previously known as Transportation Alliance for New Solutions (TrANS) and underwent a name change in early 2023. HCST is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities, and disadvantaged persons as laborers and apprentices in the highway skilled trades. Candidate preparation and contractor coordination services (OJT Supportive Services) are provided by contracted community-based organizations.

# I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or advancement to apprenticeship of Highway Construction Skills Training (HCST) graduates <u>and</u> employing eligible trainees in qualifying trades will be made as follows:

1) On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate. At the rate of \$5.00 per hour on

	Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled
	laborers or equivalent.
	Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever
	comes first from the point of initial hire as a HCST placement.
	Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal
	that3 HCST Graduate(s) be utilized for2100 hours 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 HCST Program is
	subsequently entered into an apprenticeship contract in a qualifying trade.
	Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate
	is in apprenticeship status.
	Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal
	that1 HCST Apprentice(s) be utilized for _800 hours on this contract.
3)	The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.

4) If a HCST 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 Department of Transportation Labor Development Specialist at the phone number listed below.
- 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 HCST 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 HCST 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 HCST 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 HCST placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

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

# III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL page 2 Dated January 2012 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 HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST 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. HCST 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. HCST 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 ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

# V. APPRENTICESHIP TRAINING

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

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

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

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

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

# **VI. PROGRAM CONTACTS**

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# **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.

# **Acceptance and Final Payment**

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

# Additional Special Provision 6 (ASP-6) Modifications to the standard specifications

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# Additional Special Provision 6 (ASP-6) Modifications to the standard specifications

Make the following revisions to the standard specifications.

# 104 Scope of Work

# 104.6.1.2.3 Drop-Off Protection

Replace subsection with the following effective with the November 2025 letting.

- (1) Eliminate vertical drop-offs greater than 2 inches and edge slopes steeper than 3:1 between adjacent lanes open to traffic.
- (2) If the roadway remains open to through traffic during construction and a greater than 2-inch drop-off occurs within 3 feet or less from the edge of the traveled way, eliminate the drop-off within 48 hours after completing that days work. Provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.
- (3) Unless the engineer allows otherwise address drop-offs when they exist greater than 3 and less than 8 feet from the travelled way as follows:
  - Delineate vertical drop-offs 2 inches or greater and edge slopes steeper than 3:1 with drums, barricades, and signs, by the end of the workday.
  - Eliminate vertical drop-offs 2 inches or greater and edge slopes steeper than 3:1 within 72 hours or before a weekend or holiday whichever comes first.
  - Eliminate or use temporary concrete barrier to protect vertical drop-offs 4-inches or greater after 72 hours or before a weekend or holiday whichever comes first.
- (4) If a 4-inch or greater vertical drop-off or an edge slope steeper than 3:1 exists greater than 8 and less than 15 feet from the traveled way, delineate that drop-off or edge slope with drums, barricades, and signs by the end of the workday.
- (5) If a 12-inch or greater vertical drop-off exists greater than 8 and less than 15 feet from a traveled way with a posted speed limit of 55 mph or greater, eliminate or use temporary concrete barrier to protect that drop-off within 72 hours or before a weekend or holiday whichever comes first.

# 104.6.1.2.4 Hazard Protection on Roads Open to All Traffic

Replace subsection with the following effective with the November 2025 letting.

- (1) On roads open to all traffic; conform to the following construction clear zone requirements:
  - Posted speeds 45 mph or less: within 8 feet of the travelled way.
  - Posted speeds from 45 mph to 55 mph inclusive: within 10 feet of the travelled way.
  - Posted speeds above 55 mph: within 15 feet of the travelled way.
- (2) Remove all construction debris, stored materials, and equipment not in use from the construction clear zone; or if the engineer allows, delineate and shield with concrete barrier.
- (3) Delay removal of existing permanent roadside safety devices until necessary. When located within the construction clear zone and not shielded by concrete barrier, use temporary traffic control drums to delineate bridge abutments, concrete barrier blunt ends, sign bridge foundations, drainage structures, and slopes exposed by removing permanent protective measures.
  - For exposed bridge abutments, concrete barrier blunt ends, sign bridge foundations, and drainage structures, eliminate the need for delineation within 5 calendar days.
  - For exposed slopes steeper than 3:1, eliminate the need for delineation within 14 calendar days, or duration approved by the engineer.

### 107 Legal Relations and Responsibility to the Public

Add section 107.27 (Drones or Unmanned Aircraft Systems (UAS)) effective with the November 2024 letting.

# 107.27 Drones or Unmanned Aircraft Systems (UAS)

# 107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (https://www.faa.gov/uas).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter

- F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

# 107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
  - UAS pilot information and qualifications, images of certification
  - UAS drone information and FAA tail numbers
  - Max/ Min allowable flight parameters (weather)
  - Specifics of flight mission: capture scope
  - Estimated flight duration
  - Pre-flight checklist
  - Site-specific parameters
  - Notification protocols Federal/Local/Agency/Owner/Responsible in Charge
  - Confirmation and verification of approved operators and hardware
  - Flight plan map diagram (including launch and landing location)
  - FAA-Airspace flight map classification and confirmation with graphics
  - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
  - Regular training and updates on drone regulations are required and must be provided upon request.
  - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
  - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
  - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
  - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
  - Incident background and details.
  - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
  - Contractor internal notification protocol.

# 107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
  - 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.
  - 2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
  - 3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

# 305 Dense Graded Base

# 305.3.3.3 Shoulders Adjacent to Asphaltic Pavement or Surfacing

- (1) If the roadway is closed to through traffic during construction, construct the aggregate shoulders before opening the road.
- (2) If the roadway remains open to through traffic during construction, conform as specified in 104.6.1.2.3.
- (3) Provide and maintain signing and other traffic protection and control devices, as specified in 643, until completing shoulder construction to the required cross-section and flush with the asphaltic pavement or surfacing.

# 310 Open-Graded Base

### 310.2 Materials

Replace paragraph (2) with the following effective with the November 2025 letting.

(2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

TABLE 310-01 COARSE AGGREGATE (% passing by weight)

# **AASHTO No. 67<sup>[1]</sup>**

SIEVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 - 100
1/2-inch	-
3/8-inch	20 - 55
No. 4	0 - 10
No. 8	0 - 5
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	-

<sup>[1]</sup> Size according to AASHTO M43.

# 415 Concrete Pavement

# 415.3.16.4.1.2 Magnetic Pulse Induction

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) The department will establish a project reference plate at the start of each paving stage. The department will notify the contractor of project reference plate locations before testing. The department will measure the project reference plate before each day of testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings fall within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:
  - The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
  - The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
  - Perform coring according to WTM T24. The department will evaluate the results according to AASHTO T148
  - Fill core holes with concrete or mortar.

# 416 Concrete Pavement - Repair and Replacement

### 416.2 Materials

### 416.2.1 General

Replace paragraph (3) with the following effective with the November 2025 letting.

- (3) The contractor may use accelerating admixtures for concrete placed under SHES bid items as follows:
  - 1. If using calcium chloride,
    - AASHTO M144, type S as grade N1 or grade N2, class A.
    - AASHTO M144, type L in a concentration of approximately 30 percent for premixed solutions.
  - 2. If using non-chloride accelerators, conform to:
    - AASHTO M194, type C accelerating admixtures.
  - 3. Do not exceed the manufacturer's recommended maximum dosage.
  - 4. If the engineer requests, provide a written copy of the manufacturer's dosage recommendations.

### 416.2.4 Special High Early Strength Concrete Pavement Repair and Replacement

# 416.2.4.1 Composition and Proportioning of Concrete

Add paragraph (4) to subsection effective with the November 2025 letting.

(4) The contractor may use pre-packaged horizontal rapid set concrete patch material from the APL for partial and full-depth pavement repairs instead of specified grades of concrete.

# 506 Steel Bridges

# 506.3.12.3 High-Strength Bolts

# 506.3.12.3.1 Materials

- (1) Install bolts according to AASHTO LRFD Bridge Construction Specifications, article 11.5.5, with the following exceptions:
  - 1. If connections are assembled, install bolts with a hardened washer under the nut or bolt head, whichever is the element turned in tightening.
  - 2. If using oversized holes, 2 hardened washers are required, one under the bolt head and one under the nut.
  - 3. Bring the bolted parts into solid contact bearing before final tightening. Use not less than 25 percent of the total number of bolts in a joint to serve as fitting up bolts.
  - 4. For steel diaphragms on prestressed concrete bridges do the following:
    - 4.1. For steel-to-steel connections within diaphragms:
      - Tension by the turn-of-nut method.
    - 4.2. For steel-to-concrete girder connections:
      - No PIV or field rotational capacity (RoCAP) testing is required.
      - Tighten as the plan details specify.
- (2) Before fasteners are delivered to the site, provide documentation of rotational capacity testing in accordance with ASTM F3125, Annex A2, Rotational Capacity (RoCap)Test. The fasteners must be received in packages that match the fastener assembly combination as tested. If documentation of RoCap testing is not received; then perform this testing in the field prior to installation.
- (3) Install bolt, nut, and washer combinations from the same rotational-capacity lot.
- (4) Check galvanized nuts to verify that a visible dyed lubricant is on the threads and at least one bolt face.
- (5) Ensure that uncoated bolts are oily to the touch over their entire surface when delivered and installed.
- (6) Provide and use a Skidmore-Wilhelm Calibrator or an acceptable equivalent tension measuring device at each job site during erection. Perform pre-installation verification (PIV) testing in the field conforming to the procedures enumerated in department form DT2114 no earlier than 14 calendar days prior to permanent bolting. Submit 2 copies of form DT2114 to the engineer.
- (7) Prior to installation, ensure that the fastener condition has not changed due to accumulation of rust or dirt, weathering, mixture of tested assembly lots, or other reasons. If changes have occurred, including cleaning and re-lubricating of weathered bolts, the engineer will require re-qualification using RoCap testing in the field, for a minimum of two fastener assemblies of each combination to be used in permanent bolting, and PIV re-testing.

- (8) Additional RoCap or PIV tests are required whenever the condition of the fasteners or understanding of the bolting crew is in question by the Engineer. Do not allow permanent bolting until PIV testing is completed.
- (9) Tighten threaded bolts by the turn-of-nut method while holding the bolt head. Where clearance is an issue, the contractor may tighten the bolt head while holding the nut.
- (10) The contractor may use alternate tightening methods if the engineer approves before use.
- (11) The contractor may use a flat washer if the surface adjacent to and abutting the bolt head or nut does not have a slope of more than 1:20 with respect to a plane normal to the bolt axis. For slopes greater than 1:20, use smooth, beveled washers to produce parallelism.
- (12) Snug all bolts during installation according to AASHTO LRFD Bridge Construction Specifications, article 11.5.5.4.1.
- (13) Tighten each fastener to provide, if all fasteners in the joint are tight, at least the minimum bolt tension as follows:

# **TABLE 506-1 BOLT TENSION**

BOLT SIZE	REQUIRED MINIMUM BOLT TENSION[1]
1/2-inch	12 kips
5/8-inch	•
3/4-inch	•
7/8-inch	
1-inch	51 kips
1 1/8-inch	64 kips
1 1/4-inch	81 kips
1 3/8-inch	97 kips
1 1/2-inch	118 kips

<sup>[1]</sup> Equal to the proof load by the length measurement method as specified in ASTM F3125 for grade A35 bolts.

(14) Do not reuse galvanized F3125 A325 bolts. The contractor may reuse uncoated F3125 A325 bolts, if the engineer approves, but not more than once. The department will not consider re-tightening previously tightened bolts that become loosened by the tightening of adjacent bolts as reuse.

# 506.3.19 Welding

Replace subsection title and text with the following effective with the November 2025 letting.

# 506.3.19.4 Welding Inspection

- (1) Inspect welding according to the current edition of AWS D1.5. Unless specified otherwise, test butt welds in main members by either the radiographic or the ultrasonic method.
- (2) Test fillet welds and groove welds not covered otherwise in main members in a non-destructive manner by the magnetic particle method according to ASTM E709, utilizing the yoke method. This includes, but is not limited to, a minimum of 12 inches in every 10 feet or portion thereof of each weld connecting web to flange, bearing stiffener to web or flange, framing connection bar to web or flange, and longitudinal stiffener to web or vertical bar.

# 506.3.31 Cleaning of Surfaces

# 506.3.31.2 Coated Surfaces

Replace subsection with the following effective with the November 2025 letting.

- (1) Blast clean structural steel and ferrous metal products to be coated as specified in 517.3.1.3.3.
- (2) Blast clean steel that will be encased in concrete to SSPC-SP 6 standards or cleaner.

# 506.3.32 Painting Metal

- (1) Unless the contract provides otherwise, apply 3 coats of paint to structural steel and ferrous metal products. Furnish and apply paints according to the epoxy system or as specified in the special provisions. The requirements for this system are set forth in 517.
- (2) For structural steel, including weathering steel, and miscellaneous metals that will be encased in concrete, paint as specified in 517.3.1.
- (3) For galvanized surfaces paint as specified in 517.3.1.
- (4) Use the 3-coat epoxy system to paint the end 6 feet of structural weathering steel at the abutments, the 6 feet on each side of piers, joints, downspouts, hinges, and galvanized bearings in contact with weathering

steel. Use a coat of brown urethane matching AMS Standard 595A: AMS-STD 20059. Apply one coat of zinc-rich paint to surfaces of expansion joint assemblies and other surfaces not in contact with the weathering steel but inaccessible after assembly or erection.

- (5) Do not paint structural steel to be welded before completing welding. If welding only in the fabricating shop and subsequently erecting by bolting, coat it after completing shop welding. Apply one coat of weldable primer or other engineer-approved protective coating to steel surfaces to be field welded after completing shop welding and shop fabrication. Protect machine-finished surfaces that do not receive a paint or galvanizing from contamination during the cleaning and painting process.
- (6) Upon fabrication and acceptance, coat pins and pinholes with a plastic or other engineer-approved coating before removing from the shop.
- (7) Mark members weighing 3 tons or more with their weights on areas that will be encased in concrete, or paint with a compatible paint on zinc-rich primer, or mark with soapstone on an epoxy-coated surface. Wait until material is dry, inspected, and approved for shipment before loading for shipment.

# 509 Concrete Overlay and Structure Repair

### 509.2 Materials

Replace subsection with the following effective with the November 2025 letting.

- (1) Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement. Pre-packaged non-shrink grout from the APL may be used instead of site mixed or ready mixed grout.
- (2) Furnish grade E conforming to 501 for overlays.
- (3) Furnish grade C or E concrete conforming to 501 for surface repairs. The contractor may increase the slump for grade E concrete to a maximum of 4 inches. For vertical and overhead repairs, use pre-packaged vertical and overhead repair material from the APL unless a different material is approved by the engineer in writing.
- (4) Furnish grade C or E concrete conforming to 501 for joint repairs, curb repairs, and full-depth deck repairs; except as follows:
  - 1. The contractor may increase slump of grade E concrete to 3 inches.
  - 2. The contractor may use ready-mixed concrete.
- (5) Provide QMP for class II ancillary concrete as specified in 716 if using concrete mixtures conforming to 501.

### 513 Railing

# 513.2.3 Steel Railing

Replace subsection with the following effective with the November 2025 letting.

(1) Furnish steel railing components as follows:

Structural steel	506.2.2	
High strength bolts	506.2.5	
Steel guardrail	614.2	
Round structural steel tubing for steel pipe railing	ASTM A500 grade B	
Structural steel tubing used with other steel railings	ASTM A500 grade B or C	
urnish a two-coat paint system from the API for structure painting systems under paint - galvanized		

(2) Furnish a two-coat paint system from the APL for structure painting systems under paint - galvanized surfaces.

# 517 Paint and Painting

# 517.3.1.3.3 Blast Cleaning

# 517.3.1.3.3.2 Epoxy Coating System

- (1) Blast clean structural steel receiving this coating to a near-white finish according to SSPC-SP 10.
- (2) Solvent clean oil and grease on surfaces receiving this coating according to SSPC-SP 1 and blast clean to a near-white finish according to SSPC-SP 10.
- (3) Remove fins, tears, slivers, and burred or sharp edges present on any steel member, or that appears during blasting, by grinding then re-blast the area to a one to 2 mils surface shape.

- (4) If using abrasives for blast cleaning, use either clean dry sand, steel shot, mineral grit, or manufactured grit of a gradation that produces a uniform one to 2 mils profile as measured with a department-approved impregnated surface profile tape.
- (5) Remove abrasive and paint residue from steel surfaces with a commercial grade vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If using the double blowing method, vacuum the top surfaces of structural steel, including top and bottom flanges; longitudinal stiffeners, splice plates, and hangers after completing the double blowing operations. Ensure that the steel is dust free when applying primer. Apply the primer within 8 hours after blast cleaning.
- (6) Protect freshly coated surfaces from later blast cleaning operations. Brush any blast damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean the brushed or blast cleaned surfaces and re-prime within the manufacturer's recommended time.
- (7) When coating galvanized surfaces, ensure tie-coat adhesion by brush blasting the cleaned surface according to SSPC-SP7 to create a slight angular surface profile according to manufacturer's recommendations of 1 mil to 1.5 mils. Blasting must not fracture the galvanized finish or remove dry film thickness. For the tie- and top-coat, furnish an epoxy coating system from the APL for paint systems for galvanized surfaces.

# 517.3.1.3.5 Galvanizing

Add subsection effective with the November 2025 letting.

(1) After fabrication, blast clean assemblies per SSPC-SP6 and galvanize according to ASTM A123.

# **526 Temporary Structures**

# 526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace subsection with the following effective with the November 2025 letting.

- (1) Construct temporary structures conforming to 500. Backfill conforming to 206.3.13 with structure backfill conforming to 210.2.
- (2) Temporary highway bridges open to traffic less than or equal to 24 months: inspect temporary bridges conforming to the National Bridge Inspection Standards (NBIS) and the department's Structure Inspection Manual (SIM) before opening to traffic. Perform additional inspections, as the department's SIM requires, based on structure type, condition, and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the Bureau of Structures (BOS) Maintenance Section. Ensure that a department-certified qualified team leader performs the inspections.
- (3) Temporary highway bridges open to traffic greater than 24 months: complete additional inspections and inventory data collection per the NBIS and SIM within 27 months of the bridge being opened to traffic. Contact the BOS to have a structure number assigned. Enter the inventory data and element level bridge inspection data in accordance with the SIM into WisDOT's Highway Structures Information System (HSIS) within 90 days of completing the field portion of the inspection. Continue to complete required inspections and data submittal at intervals according to the requirements of the NBIS and SIM.
- (4) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5; do not place on the finished surface.

# 526.5 Payment

Replace paragraph (2) with the following effective with the November 2025 letting.

(2) Payment for the Temporary Structure bid items is full compensation for providing a temporary structure including design and construction; for construction staking; for temporary shoring and other secondary structure items; for backfilling with structure backfill; for maintaining; and for removing when no longer needed. The department will pay 70 percent of the contract amount when open to traffic and the balance after structure removal and associated site restoration.

### 621 Landmark Reference Monuments

Remove Standard Specification 621 (Landmark Reference Monuments) effective with the November 2025 letting. Refer to updated information in standard specifications 680 and 682.

# 643 Traffic Control

# 643.1 Description

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) This section describes providing, maintaining, repositioning, and removing temporary traffic control devices as follows:

Drums Warning lights 42-inch cones

Barricades type III Connected arrow boards Portable changeable message signs

Flexible tubular markers Channelizing curb system Speed feedback trailers Connected work zone start and end location markers

# 643.2.2 Department's Approved Products List (APL)

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) Furnish materials from the APL as follows:

- Drums

- Barricades type III

- Flexible tubular marker posts including bases

- Warning lights and attachment hardware

- Channelizing curb systems

- Connected work zone start and end location markers

- Sign sheeting

- 42-inch cone assemblies

- Connected arrow boards

- Portable changeable message signs

- Speed feedback trailers

# 643.3 Construction

# 643.3.1 General

Add paragraphs (10), (11), (12) and (13) effective with the November 2025 letting.

- (10) For connected devices provide a local specialist to respond to emergency situations within 2 hours of being notified. Equip local specialists with sufficient resources to correct deficiencies in the connected work zone devices.
- (11) Prior to deployment, test all connected devices with the engineer to ensure the device is showing in the WisDOT approved data feed. Send an email to DOTBTOworkzone@dot.wi.gov to notify Bureau of Traffic Operations (BTO) that the devices have been turned on.
- (12) Provide a WisDOT approved data feed from connected devices and the remote management software, updated at least every minute.
- (13) If requested by the engineer, provide real-time status change alerts to a list of designated personnel via text or email or both. Send an alert each time a connected device is switched between operating modes which include the current operating mode, the previous operating mode, the date and time of the mode switch, and the location (latitude and longitude) of the device at the time of the mode switch in the alert.

# 643.3.3 Connected Arrow Boards

Revise subsection title, replace paragraph (3) and add paragraph (4) effective with the November 2025 letting.

- (3) The connected arrow board may be switched between the following pattern displays per the plan:
  - Blank
  - Right arrow static
  - Right arrow flashing
  - Right arrow sequential
  - Left arrow static
  - Left arrow flashing
  - Left arrow sequential
  - Line flashing
  - Bi-directional arrow flashing.
- (4) When the connected arrow board is not displaying a pattern, the display shall be blank, and the connected arrow board transmits its status to the data feed. When a connected arrow board is switched to a pattern, the connected arrow board transmits its location and its current operating mode to the data feed.

# 643.3.7 Temporary Pavement Marking

Add paragraph (9) effective with the November 2025 letting.

(9) Install temporary markings on the final surface in the same location as permanent markings will be placed or as the plans show.

# 643.3.10 Connected Work Zone Start and End Location Markers

Add subsection effective with the November 2025 letting.

- (1) Place work zone start location marker at the beginning of the work zone per plan or as the engineer directs. Clearly label the work zone start location marker so that it is easily distinguishable by field personnel.
- (2) Place work zone end location marker at the end of the work zone per plan or as the engineer directs. Clearly label the work zone end location marker so that it is easily distinguishable by field personnel.
- (3) Ensure the connected work zone start and end location markers operate continuously when deployed on the project.
- (4) Ensure the work zone location markers and connected arrow board are from the same manufacturer.
- (5) When the work zone start and end location markers are switched to the ON mode, verify the begin and end location markers transmit their location and identity as begin or end markers to the data feed.
- (6) Switch the work zone start and end location markers to OFF mode when temporary traffic control is removed, and the normal traveled way is restored.

# 643.4 Measurement

### 643.4.1 Items Measured by the Day

Add paragraphs (3) and (4) effective with the November 2025 letting.

- (3) The department will measure Traffic Control Connected Arrow Boards by day for the days the device is reporting correct data.
- (4) The department will measure Traffic Control Connected Work Zone Start and End Location Markers by day per roadway segment for the days the devices are reporting correct data.

# 643.5 Payment

### 643.5.1 General

Replace paragraph (1) with the following effective with the November 2025 letting.

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

ITEM NUMBER	DESCRIPTION	<u>UNIT</u>
643.0300	Traffic Control Drums	DAY
643.0420	Traffic Control Barricades Type III	DAY
643.0500	Traffic Control Flexible Tubular Marker Posts	EACH
643.0600	Traffic Control Flexible Tubular Marker Bases	EACH
643.0650	Traffic Control Channelizing Curb System	LF
643.0700 - 0799	Traffic Control Warning Lights (type)	DAY
643.0810	Traffic Control Connected Arrow Boards	DAY
643.0900	Traffic Control Signs	DAY
643.0910	Traffic Control Covering Signs Type I	EACH
643.0920	Traffic Control Covering Signs Type II	EACH
643.1000	Traffic Control Signs Fixed Message	SF
643.1050	Traffic Control PCMS	DAY
643.1051	Traffic Control PCMS with TMC Communications	DAY
643.1070 - 1079	Traffic Control Cones (height)	DAY
643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY
643.1500	Traffic Control Speed Feedback Trailer	DAY
643.3100 - 3299	Temporary Marking Line (material/type) (width)	LF
643.3300 - 3399	Temporary Marking Crosswalk (material) 6-Inch	LF
643.3500 - 3599	Temporary Marking Arrow (material)	EACH
643.3600 - 3699	Temporary Marking Word (material)	EACH
643.3700 - 3799	Temporary Marking Raised Pavement Marker (type)	EACH
643.3800 - 3899	Temporary Marking Stop Line (material) 18-Inch	LF
643.3900 - 3959	Temporary Marking Diagonal (material) 12-Inch	LF

# **Effective with November 2025 Letting**

ASP-6

643.3960 - 3999	Temporary Marking Removable Mask Out Tape (width)	LF
643.4100	Traffic Control Interim Lane Closure	EACH
643.5000	Traffic Control	EACH

# 646 Pavement Marking

# 646.3.1.1 General Marking

Replace paragraph (7) with the following effective with the November 2025 letting.

(7) Apply marking to the width and color the bid item indicates. Distribute beads uniformly across the line. Provide a sharp cutoff for both sides and ends of the marking with a uniform cross-section. Achieve straight alignment, not to exceed a 3/8-inch variation in any 40-foot section of travelled way. Do not damage existing marking that will remain in place.

# 646.3.1.6.2 Retroreflectivity

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) For grooved-in markings, the engineer will also evaluate the percent failing retroreflectivity at the end of the proving period. Ensure that the 180-day reflectivity, in millicandelas/lux/m², meets or exceeds the following:

		180 DAY DRY
<u>MATERIAL</u>	<u>COLOR</u>	RETROREFLECTIVITY
Ероху	White	150
	Yellow	100
Wet Reflective Epoxy	White	250
	Yellow	150
Permanent Tape	White	400
	Yellow	335

# 646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

(1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

# 650 Construction Staking

# 650.3.12 Supplemental Control Staking

Replace paragraph (2) with the following effective with the November 2025 letting.

(2) Document and provide to the engineer complete descriptions and reference ties of the control points, alignment points, and benchmarks to allow for quick reestablishment of the plan data at any time during construction and upon project completion. Document additional control on department form DT1291 as described in CMM 710, table 710-1.

# 680 Public Land Survey Monuments

Add section 680 (Public Land Survey Monuments) effective with the November 2025 letting.

# 680.1 Description

(1) This section describes perpetuating US Public Land Survey System (USPLSS) monuments.

# 680.2 Materials

- (1) Furnish magnetic survey nails with center point a minimum of 2-1/2 inches long or engineer approved alternative.
- (2) Furnish minimum 3/4-inch reinforcement or 1 inch outside diameter (OD) iron pipe at least 24 inches long.
- (3) Furnish plastic survey marker cap with lettering that reads "Witness Monument".
- (4) Use alternative materials if requested and furnished by the county surveyor.

### 680.3 Construction

### 680.3.1 General

(1) Perform work under the direction and control of a professional land surveyor registered in the state of Wisconsin, following Wisconsin Administrative Code A-E 7 (https://docs.legis.wisconsin.gov/code/admin\_code/a\_e/7).

(2) Preserve existing USPLSS monuments and witness monuments (ties) within the construction limits in their original position until monuments are verified and sufficiently tied off.

# 680.3.2 Pre-Construction

- (1) Notify the county surveyor at least 30 days prior to start of construction operations about all USPLSS monuments within the construction limits that might be disturbed.
- (2) Obtain the existing USPLSS Monument Record from the county surveyor. Verify existing monuments and witness monuments are in place and undisturbed.
- (3) Replace witness monuments that are missing or that could be disturbed by construction operations. Locate new witness monuments near the USPLSS monument but outside the construction limits. Submit a monument record as specified in 680.3.5.
- (4) Temporarily mark the location of all witness monuments to protect them during construction.

### 680.3.3 Removals

(1) Remove or abandon existing monument and monument cover that interfere with construction operations. Remove and dispose of surplus excavation and materials as specified in 205.3.12.

# 680.3.4 Post-Construction

- (1) Verify the location of monuments and witness monuments when construction operations are complete.
- (2) Set new monuments and witness monuments where necessary. Recess magnetic survey nails 1/4 inch below the pavement surface for monuments located in pavement. Use reinforcement or iron pipe for monuments not in pavement and for witness monuments. Locate new witness monuments near the USPLSS monument and outside the roadbed. Install plastic caps on witness monuments.
- (3) Install marker posts next to all witness monuments if required and supplied by the county surveyor.
- (4) Omit setting monuments in the pavement if approved by the department's regional survey coordinator and county surveyor due to traffic or safety concerns.
- (5) Submit a monument record as specified in 680.3.5.

### 680.3.5 Monument Records

(1) Submit a monument record on department form DT1291 to the county surveyor at locations where monuments were set. Provide a copy to the engineer and regional survey coordinator.

### 680.4 Measurement

(1) The department will measure bid items under this section as each individual monument acceptably completed.

# 680.5 Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 680.0100
 Public Land Survey Monument Verify and Reset
 EACH

(2) Payment for the Public Land Survey Monument Verify and Salvage bid item is full compensation for providing all materials; for coordinating with county surveyors; for obtaining existing monument records; for verifying the existing location of monuments and witness monuments; for removing or abandoning existing monuments and monument covers; for resetting monuments; for setting or resetting temporary and permanent witness monuments; and for submitting monument records.

# **682 Geodetic Survey Monuments**

Add section 682 (Geodetic Survey Monuments) effective with the November 2025 letting.

### 682.1 Description

(1) This section describes salvaging geodetic survey discs and constructing geodetic survey monuments.

### 682.2 Materials

(1) Furnish materials conforming to the following:

Concrete	501
Reinforcement	505.2
Foundation backfill	520.2

(2) Furnish grade A concrete as modified in 716. Provide QMP for class III ancillary concrete as specified in 716.

# 682.3 Construction

(1) Contact the WisDOT Geodetic Surveys Unit at (866) 568-2852 or "geodetic@dot.wi.gov" as required below.

# 682.3.1 Salvage Geodetic Survey Discs

- (1) Remove and salvage geodetic survey discs from existing structures or survey monuments being removed at the locations shown in the plan.
- (2) Notify the WisDOT Geodetic Surveys Unit 7 calendar days prior to removal operations.
- (3) Ship or deliver salvaged discs to following address:

WisDOT Bureau of Technical Services

Geodetic Surveys Unit

3502 Kinsman Boulevard

Madison, WI 53704

Provide a tracking number to the Geodetic Surveys Unit upon shipment or contact the Geodetic Surveys Unit to schedule in-person delivery.

# 682.3.2 Geodetic Survey Monuments

### 682.3.2.1 Monument Location

(1) Stake the approximate location of monuments provided in the plan and contact the WisDOT Geodetic Surveys Unit 30 days prior to excavating holes for field verification and delivery of department furnished geodetic survey discs.

# 682.3.2.2 Placing Monuments

- (1) Excavate holes for monuments by use of a circular auger at the size and depth the plans show or as the engineer directs.
- (2) Remove and dispose of surplus excavation and materials as specified in 205.3.12.
- (3) Fill holes with concrete and strike off flush with the ground surface. Place circular forms and steel reinforcement in the concrete as the plans show. Place geodetic survey discs on monuments while the concrete is still plastic.

# 682.3.2.3 Protecting and Curing

- (1) Cure exposed portions of cast in place concrete monuments as specified in 415.3.12 except the contractor may use curing compound conforming to 501.2.8.
- (2) Protect placed concrete monuments as specified for concrete pavement as specified in 415.3.14
- (3) Protect cast in place concrete monuments from freezing for 7 days.

### 682.4 Measurement

(1) The department will measure bid items under this section as each individual monument acceptably completed.

# 682.5 Payment

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

ITEM NUMBERDESCRIPTIONUNIT682.0100Salvage Geodetic Survey DiscEACH682.0200Geodetic Survey MonumentEACH

- (2) Payment for the Salvage Geodetic Survey Disc bid item is full compensation for removing and salvaging; and shipping or delivering the disc to the Geodetic Surveys Unit. Removing existing survey monuments will be paid separately under the Removing Concrete Bases bid item. Removing existing survey marker posts will be paid separately under the Removing Delineators and Markers bid item.
- (3) Payment for the Geodetic Survey Monument bid item is full compensation for staking; providing concrete; providing steel reinforcement; for placing department-furnished geodetic discs; and for excavating and backfilling.

### 710 General Concrete QMP

# 710.3 Certification Requirements

Replace paragraph (1) and add paragraph (2) effective with the November 2025 letting.

(1) Have a person certified from the Highway Technician Certification Program Portland Cement Concrete Technician 1 (HTCP - PCCTEC-1) or Assistant Certified Technician Program - Portland Cement Concrete (ACT-PCC) working under a certified technician, on the project site, prepared and equipped to perform required sampling and testing whenever placing concrete.

(2) The department will have a certified HTCP Portland Cement Concrete Mix Design Certification (PCC MDC) technician to review and approve concrete mixes.

#### 710.4 Concrete Mixes

Replace subsection with the following effective with the November 2025 letting.

- (1) The contractor is responsible for mix performance.
- (2) At least 7 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, air content, and SAM number.
  - 2. For cementitious materials and admixtures: type, brand, and source.
  - 3. For aggregates: absorption, oven-dried specific gravity, SSD bulk specific gravity, wear, soundness, light weight pieces, freeze thaw test results if required, and air correction factor. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
    - DT2220 for combined aggregate gradations.
    - DT2221 for optimized aggregate gradations.
  - 4. For optimized concrete mixtures:
    - Complete the worksheets within DT2221 according to the directions.
    - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
    - Verify slip-form mixture workability and conformance to specifications through required trial batching.
    - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.
  - 5. For high early strength (HES) concrete mixtures required by contract, complete the HES mix modification section in the DT2220 or DT2221 form.
- (3) Document mix adjustments daily during concrete production.
- (4) Prepare, notify, and submit mixture design modifications to the engineer. Do not place material until the documentation is submitted and, when required, written approval of the mixture design modifications.
- (5) Report concrete mix design modifications as classified in levels as specified in table 710-1.

TABLE 710-1 MIX DESIGN MODIFICATION NOTIFICATION

NOTIFICATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Prepare, notify, and submit mix design to Engineer	Prior to use	3 business days prior to use	5 business days prior to use
Approval required before placement	No	Yes	Yes

- (6) A mix design modification is when any modification occurs for a specific level as specified in table 710-2.
- (7) Dependent on the modification performed, documentation is required to be submitted to the engineer as specified in table 710-3.
- (8) For HES concrete, conform as specified in table 710-4.
- (9) HES concrete is not eligible for 28-day strength incentives.
- (10) Submit concrete mix designs into MRS as specified in 701.1.2.7.

**TABLE 710-2 MATERIAL MIX DESIGN MODIFICATIONS** 

	MODIFICATION TYPE	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
	Water source	X		
	Cement source, type, or brand			X
	Total cementitious [1]			X
	Aggregate blend	X		
	Aggregate source			X
	SCM replacement rate		X	
Change in:	SCM type and supplier			X
	Fly ash source (different class)			X
	Fly ash source (same class for pavements and cast-in-place barriers)		X	
	Fly ash source (same class for structures)			Х
	Slag source (same grade)		Х	
	Chemical admixture manufacturer or product name [2]			×
Domoval of:	SCM			X
Removal of:	Type B or Type D chemical admixture	X [3]	X <sup>[4]</sup>	
	Non-fading, color pigment	X		
Addition of:	Type B or Type D chemical admixture	X [3]	X [4]	
	New SCM			Х

<sup>[1]</sup> If not HES/SHES concrete.

TABLE 710-3 MIX DESIGN MODIFICATION DOCUMENTATION

NEW REQUIRED DOCUMENTATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Results from trial batching if required			X
Amendment to the quality control plan	X	X	X
Water source name and report [1]	X		
Cement mill certification			X
WisDOT aggregate quality report			X
SCM mill certification		Х	X
Chemical additive product data sheet	X	Х	X
Updated DT2220 or DT2221 form	X	Х	
New DT2220 or DT2221 form			X
New mixture ID: Contractor ID and WisDOT ID	X	Х	X
New maturity curve	X [2]	Х	Х
New lot/sublot layout [3]		X <sup>[4]</sup>	X

<sup>[1]</sup> Water for concrete report conforming to 501.2.6 for private wells or surface water sources.

<sup>[2]</sup> Not including Type B or Type D chemical admixture.

<sup>[3]</sup> Furnished from the APL.

<sup>[4]</sup> Not furnished from the APL.

<sup>[2]</sup> Required only when using a retarder.

<sup>[3]</sup> Required for HES concrete.

<sup>[4]</sup> Required when changing the SCM replacement rate.

#### **TABLE 710-4 OPTIONS FOR HES CONCRETE**

SCENARIO	MIXTURE MODIFICATION	
When the contract requires, or the HES is	OPTION 1 [1]	Add 94 to 282 lb/cy of cement [2]
directed by the department	OPTION 2	Use Type III cement
When the engineer allows HES when requested by the contractor in writing	Add up to 282 lb/cy of cement [1.2]	

- [1] Adjust water to maintain workability without raising the w/cm ratio.
- [2] Add to a previously accepted mixture.

#### 710.5.6.2 Contractor Control Charts

#### 710.5.6.2.1 General

Replace subsection with the following effective with the November 2025 letting.

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Perform required contractor testing using non-random samples.
- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Complete aggregate testing as specified in table 710-5. Submit one pre-placement test within five days before anticipated placement. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency specified in table 710-5 for each mix design, except as allowed for small quantities in 710.2. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

TABLE 710-5 QC AGGREGATE TESTING FREQUENCY

TABLE 710-5 QC AGGREGATE TESTING FREQUENCY				
CONCRETE CLASSIFICATION	PRE-PLACEMENT TESTING	PLACEMENT TESTING		
Class I: Pavement	One pre-placement test per aggregate	Hand Placement:  ≤ 250 CY  > 250 CY  Slip Formed Placement [1]  ≤ 1500 CY  > 1500 CY	One test per cumulative 250 CY One test per day One test per day Two tests per day	
Class I: Structures [2], [3], [4]	source	One test per cumulative 150 CY, maximum one test per day		
Class I: Cast-in Place Barrier		≤ 250 CY > 250 CY	One test per cumulative 250 CY One test per day	
Class II: Base		One test per calendar w	eek of production	
Class II: Structure Repair - Joints		One test per cumulative 150 CY	∕, maximum one test per	
Class II: Concrete Overlay		day		
Class II: Pavement Repair	One pre-placement			
Class II: Pavement Replacement	test per aggregate source	One test per 400 CY, minimum one test per 10 business days, maximum one test per day		
Class II: Base Patching				
Class II: Ancillary				
Class II: Structure Repair – Curb & Surface [5]		Preplacement te	sting only	

<sup>[1]</sup> Frequency is based on project daily production rate.

<sup>[2]</sup> Aggregate gradation testing must be performed on a per contract basis. If multiple structures are on the same contract and use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.

<sup>[3]</sup> WTM T255 (Fine and Coarse) required for each aggregate sample.

- [4] Calculate trial batch weights for each mix design when production begins and whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio
- [5] Aggregate gradation must meet the gradation previously approved by the engineer.

#### 710.5.6.3 Department Acceptance Testing

Replace subsection with the following effective with the November 2025 letting.

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract as specified table 710-6. Aggregate gradation testing must be performed on a per contract basis.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to the regional testing lab in the same day. The department will report gradation test results to the contractor within 1 business day of being delivered to the lab. The department and contractor can agree to an alternative test result reporting timeframe. Document alternative timeframes in the contractor's quality control plan.
- (4) Additional samples may be taken at the engineer's discretion due to a changed condition.
- (5) If multiple bid items on the same contract use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.
- (6) Department will test small quantities at the minimum frequency specified in table 710-7.

#### **TABLE 710-6 QV AGGREGATE TESTING FREQUENCY**

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	One test per placement day for first 5 days of placement.  - If all samples are passing, reduced testing frequency is applied.  - Reduced frequency: One test per calendar week of placement
Class I: Structures	One test per 250 CY placed.  - Minimum of one test per contract for substructure  - Minimum of one test per contract for superstructure
Class I: Cast-in-Place Barrier	One test per 500 CY placed
Class II: Concrete Overlay	One test per 250 CY - Maximum one test per day
Class II: Base	
Class II: Structure Repair	
Class II: Pavement Repair	No minimum testing
Class II: Pavement Replacement	140 Hillillian testing
Class II: Base Patching	
Class II: Ancillary	

#### TABLE 710-7 QV AGGREGATE TESTING FREQUENCY FOR SMALL QUANTITIES

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	
Class I: Structures	One test on the first day of placement.
Class I: Cast-in-Place Barrier	

#### 710.5.7 Corrective Action

#### 710.5.7.1 Optimized Aggregate Gradations

Replace subsection with the following effective with the November 2025 letting.

(1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size or limits listed in the additional requirements for optimized aggregate gradation in 501.2.7.4.2 table 501-4, notify the other party immediately and do the following:

#### Option A:

- 1. Perform corrective action documented in the QC plan or as the engineer approves.
- 2. Document and provide corrective action results to the engineer as soon as they are available.
- 3. Department will conduct two tests within the next business day after corrective action. Department will provide test results to contractor after each test is complete.
- 4. If blended aggregate gradations are within the tarantula curve limits by the second department test:
  - Continue with concrete production.
  - Include a break in the 4-point running average.
  - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
- 5. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
  - If the contract does not require optimized aggregate gradation under 501.2.7.4.2.1(2), stop concrete production and submit either a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design or a new combined aggregate gradation mix design.
  - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design.

#### Option B:

- 1. Submit a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design.
- Restart control charts for new mix design.
- (2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a modified mix design or a new mix design.
- (3) Both the department and contractor must sample and test aggregate of the modified mix design or a new mix design at the frequency specified in 710.5.6.1.

#### 710.5.7.2 Combined Aggregate Gradations

Replace subsection with the following effective with the November 2025 letting.

- (1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:
  - 1. Notify the other party immediately.
  - 2. Perform corrective action documented in the QC plan or as the engineer approves.
  - 3. Document and provide corrective action results to the engineer as soon as they are available.
  - 4. The department will conduct two tests within the next business day after corrective action is complete.
  - 5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
    - Continue with concrete production.
    - Include a break in the 4-point running average.
    - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
  - 6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a modified mix design or a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a modified mix design or a new mix design.
- (3) Both the department and contractor must sample and test aggregate of the modified mix design or a new mix design at the frequency specified in 710.5.6.1.

#### 715 QMP Concrete Pavement, Cast-in-Place Barrier and Structures

#### 715.3.1.2 Lot and Sublot Definition

#### 715.3.1.2.1 General

Replace subsection with the following effective with the November 2025 letting.

(1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined as follows:

Mix design change A modification to the mix requiring the engineer's approval under 710.4(5).

For paving and barrier mixes, follow 710.4(4) and 710.4(5) for concrete mixture design modifications.

Placement method Either slip-formed, not slip-formed, or placed under water.

(2) Lots and sublots include ancillary concrete placed integrally with the class I concrete.

#### 715.3.1.2.3 Lots by Cubic Yard

Replace paragraph (3) with the following effective with the November 2025 letting.

(3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 4 or more sublots for that lot.

#### 715.3.2 Strength Evaluation

#### 715.3.2.1 General

Replace subsection with the following effective with the November 2025 letting.

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.
- (2) The department will evaluate the sublot for possible removal and replacement if the 28-day sublot average strength is:
  - Pavement (Compressive): < 2500 psi
  - Pavement (Flexural): < 500 psi
  - Structure: < f'c 500 psi [1]</li>
  - Cast-in-Place Barrier: < f'c 500 psi [1]</li>

[1] f'c is design strength found in plans or specials.

#### 715.5 Payment

#### 715.5.1 General

Replace paragraph (4) and add paragraphs (8) and (9) effective with the November 2025 letting.

- (4) The department will adjust pay for each lot using PWL of the 28-day sublot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
  - Compressive strength of 3700 psi for pavements.
  - Flexural strength of 650 psi for pavements.
  - Compressive strength of 4000 psi for super structures and barrier, or as shown in the plan details.
  - Compressive strength of 3500 psi for substructures and culverts, or as shown in the plan details.
- (5) 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 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) 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.
- (8) If the contractor combines concrete of varying specified strengths in a single lot/sublot, the highest specified strength of the related concrete shall be used to calculate pay incentive/disincentive.
- (9) The department will apply one price adjustment to a given quantity of material. If the quantity in question is subject to more than one nonconforming test, apply the adjustment with the greater price reduction. In the absence of exact quantities affected by the sublot test results, pay reductions will be applied to the entire sublot.

# 715.5.4 Pay Adjustments for Nonconforming Air Content, Temperature, and Delivery Time Add subsection 715.5.4 (Pay Adjustments for Nonconforming Air Content, Temperature, and Delivery Time) effective with the November 2025 letting.

- (1) The department will adjust pay for each sublot with nonconforming QC air content and temperature test results as specified in table 715-2 and table 715-3. If the quantity in question is subject to more than one of the following conditions, apply the adjustment with the greater price reduction.
- (2) For high temperatures, the engineer may consider the effectiveness of the contractor's temperature control plan and the contractor's compliance with their temperature control plan before taking a price reduction.
- (3) A 25% price reduction to the concrete invoice price will be applied if concrete is placed after the delivery time exceeds the limit specified in 501.3.5.2.

#### TABLE 715-2 PRICE REDUCTIONS FOR NONCONFORMING AIR CONTENT

LIMITS (%)		PERCENT PRICE REDUCTION OF THE CONTRACT UNIT PRICE
Above Specification	>= 0.5 [1]	10
Above Specification	0.1 to 0.4 <sup>[1]</sup>	5
	0.1 to 0.5	20
Below Specification	0.6 to 1.0	30
	> 1.0	50 or remove and replace

<sup>[1]</sup> Evaluate the strength data. If the strengths are acceptable, do not take a price reduction for high air content. Contractor is responsible to provide additional strength data, if necessary.

#### TABLE 715-3 PRICE REDUCTIONS FOR NONCONFORMING TEMPERATURE

LIMITS (F) [1]	PERCENT PRICE REDUCTION OF THE CONTRACT UNIT PRICE
<= 5	10
> 5	25

<sup>[1]</sup> Applies only for Concrete Structures and Cast-in-Place Barrier.

#### 716 QMP Ancillary Concrete

#### 716.2 Materials

#### 716.2.1 Class II Concrete

Replace paragraph (2) with the following effective with the November 2025 letting.

- (2) Perform random QC testing at the following frequencies:
  - 1. Test air content, temperature, and slump a minimum of once per 100 cubic yards for each mix design and placement method.
  - 2. Cast one set of 3 cylinders per 200 cubic yards for each mix design and placement method. Cast a minimum of one set of 3 cylinders per contract for each mix design and placement method. Random 28-day compressive strength cylinders are not required for HES or SHES concrete.
  - 3. For deck overlays, perform tests and cast cylinders once per 50 cubic yards of grade E concrete placed.
  - 4. For concrete base, one set of tests and one set of cylinders per 250 cubic yards.

The department will allow concrete startup test results for small quantities as specified in 710.2(1). Cast one set of 3 cylinders if using startup testing for acceptance.

#### 716.2.2 Class III Concrete

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) Acceptance of class III concrete is based on DT2220/ DT2221 certification page. Submit the certificate of compliance at least 3 business days before producing concrete along with the initial concrete mix documentation as required under 710.4(2).

#### **Bid Items**

#### 600 Bid Items

Add the following bid items effective with the November 2025 letting.

	<u></u>	
611.0613	Inlet Covers Type DW	EACH
Remove the	following bid items effective with the November 2025 letting.	
621.0100	Landmark Reference Monuments	EACH
621.1100	Landmark Reference Monuments and Cast-Iron Covers	EACH
621.1200	Landmark Reference Monuments and Aluminum Covers	EACH
Remove the	following bid items effective with the November 2025 letting.	
643.0405	Traffic Control Barricades Type I	DAY
643.0410	Traffic Control Barricades Type II	DAY
643.0800	Traffic Control Arrow Boards	DAY

Add the following bid items effective with the November 2025 letting.

	643.0810	Traffic Control Connected Arrow Boards	DAY
	643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY
<u>A</u>	dd the follow	ing bid items effective with the November 2025 letting.	_
	680.0100	Public Land Survey Monument Verify and Reset	EACH
	682.0100	Salvage Geodetic Survey Disk	EACH
	682.0200	Geodetic Survey Monuments	EACH

#### **ERRATA**

#### 204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

#### 204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

#### 335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

#### 335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

#### 460.3.3.2 Pavement Density Determination

Replace change description annotation with the following to revise implementation date. This change is effective with the November 2025 letting.

Add information to 460.3.3.2(1) and (3). Add reference to CMM, WTM, and WTP H-002. WTP H-002 contains the sublot layouts formerly in CMM 815. Definition of a lot is now defined here (460.3.3.2(3)) instead of CMM. This change was implemented via ASP-6 with the February 2024 letting.

#### 602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

#### 604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

(1) Furnish materials conforming to the following:

Water	501.2
Select crushed material	
Concrete	501
Reinforcement	505
Expansion joint filler	415.2.3
Asphaltic materials	

#### **ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> 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. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
  - 6. 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).
  - 7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.
- 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 <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a> 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) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 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 or AWP CRL. 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 or AWP CRL 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, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: https://awpkb.dot.wi.gov/
- (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) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
  - For CRCS: Paul Ndon at <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a>. Information about exporting payroll/labor data. Not every contractor's payroll system can produce 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: <a href="https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf">https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf</a>
  - For AWP CRL: Contact AWP Support at <a href="mailto:awpsupport@dot.wi.gov">awpsupport@dot.wi.gov</a>. Additional information can be found in the AWP Knowledge Base at <a href="https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm">https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm</a>

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
- 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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.
- 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) 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 will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. 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.
- (4) 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 will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.
- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.
- f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
  - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

## 4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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  $\underline{40}$   $\underline{\text{U.S.C. }3144(b)}$  or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure,  $\underline{18}$  U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.
- 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 and interest from the date of the underpayment. 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 shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)
- 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. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

# 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. 2 CFR 180.220 and 1200.220.

#### 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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

- 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, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient 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 recipient or
  subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

\* \* \* \* \*

# 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 CFR 180.335;.
- (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, 2 CFR 180.800;
- (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, 2 CFR 180.700 and 180.800: 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

#### 3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

\* \* \* \* \*

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

- 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.

#### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
- 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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) 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, subrecipients 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).

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

### **Goals for Minority Participation for Each Trade:**

County	<u>%</u>	County	<u>%</u>	County	%
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.

#### 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.

#### DOMESTIC MATERIALS PREFERENCE PROVISION

Domestic Materials Preference (in accordance with the Buy America Act per 23 CFR 635.410, and the Build America-Buy America Act (BABA) per 2 CFR Part 184, and 2 CFR Part 200) shall be articles, materials, or supplies permanently incorporated in this project as classified in the following four categories, and as described in the Construction and Materials Manual (CMM):

#### 1. Iron and Steel

To be considered domestic, all steel and iron products used, and all products predominantly manufactured from steel or iron must be produced in the United States in accordance with the steel and iron product standards in 23 CFR 635.410.

This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Products that are predominantly iron or steel or a combination of both as defined in 23 CFR 635.410 are considered Steel and Iron products and must comply with this section.

#### 2. Construction Materials

To be considered domestic, all construction materials used must be produced in the United States in accordance with the construction material standards in 2 CFR 184.6:

- Non-ferrous metals: All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- <u>Plastic and polymer-based products</u>: All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- <u>Fiber optic cable (including drop cable)</u>: All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for nonferrous metals, plastic and polymer-based products, or any others.
- Optical fiber: All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- <u>Lumber</u>: All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- <u>Drywall</u>: All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- Engineered wood: All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

#### 3. Manufactured Products

To be considered domestic, all manufactured products used must be produced in the United States as defined in 23 CFR 635.410(c)(1)(vii):

- For projects with let dates on or after October 1, 2025, the final step in the manufacturing process must occur in the United States.
- For projects with let dates on or after October 1, 2026, the final step in the manufacturing process must occur in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or construction material, then it is not a manufactured product. An article, material, or supply classified as a manufactured product may include components that are iron or steel

products, excluded materials, or construction materials. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Items that consist of two or more construction materials that have been combined together through a manufacturing process, and items that include at least one construction material combined with a material that is not a construction material (including steel/iron) through a manufacturing process are treated as manufactured products, rather than as construction materials.

Products that are classified as predominantly iron or steel do not meet the definition of a manufactured product and must comply with section 1.

With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property **and classified as manufactured products**, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

#### 4. Temporary and Excluded Materials

Temporary materials, and excluded materials meeting the definition of Section 70917(c) Materials as defined in <u>2 CFR 184</u>, do not have any domestic materials requirements. Section 70917(c) Materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

The classification of an article, material, or supply as falling into one of the categories listed in this section will be made based on its status at the time it is brought to the work site for incorporation into the project. Except as otherwise provided, an article, material, or supply incorporated into an infrastructure project must meet the Domestic Material Preference for only the single category in which it is classified.

Requirements do not preclude a minimal use of foreign steel and iron provided the cost of such materials do not exceed 0.1 percent (0.1%) of the total contract cost or \$2500 whichever is greater. The total contract cost is the contract amount at award.

For each iron or steel product subject to meeting domestic materials requirements, that doesn't fully meet Buy America Act requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. Ensure the threshold is not exceeded and place the documentation in the project files.

- Pay Item,
- · Description of associated foreign iron or steel product, or component,
- Invoiced cost of associated foreign iron or steel product, or component, and
- Current cumulative list of all foreign iron or steel products with the total dollar amount of foreign products in relation to the total contract amount.

The minimal use of foreign iron or steel under the minimal usage threshold must be approved by the Engineer prior to incorporation into the project and any associated payment under the contract. The use of foreign iron or steel under the minimal usage threshold does not need to be approved by FHWA. This amount is not considered a waiver to the domestic materials requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Domestic Material 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 iron and steel, construction materials, and manufactured products conform to this domestic material provision.

Form DT4567 is available at: <a href="https://wisconsindot.gov/Documents/formdocs/dt4567.docx">https://wisconsindot.gov/Documents/formdocs/dt4567.docx</a>

Attach a list of foreign iron or steel and their associated costs to the certification form using the Domestic Material Exemption Tracking Tool, available at:

 $\underline{https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx}$ 

#### 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: WI20250010 09/19/2025

Superseded General Decision Number: WI20240010

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- |. The contractor must pay all covered workers at least \$17.75 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 2025.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all| covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

1	02/07/2025
2	02/21/2025
3	05/23/2025
4	06/06/2025
5	06/27/2025
6	07/04/2025
7	07/11/2025
8	07/25/2025
9	08/15/2025
10	08/29/2025
11	09/05/2025
12	09/12/2025
13	09/19/2025

BRWI0001-002 06/01/2025

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

	Rates	Fringes
BRICKLAYER	\$ 40.09	28.10
BRWI0002-002 06/01/2025		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER	•	29.31

BRWI0002-005 06/01/2025

BRWI0006-002 06/01/2025

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

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER	.\$ 46.01	29.31	
BRWI0003-002 06/01/2024			
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	O OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 38.45	27.41	
BRWI0004-002 06/01/2025			
KENOSHA, RACINE, AND WALWORTH COUNTIES			
	Rates	Fringes	
BRICKLAYER	.\$ 44.71	28.90	

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

	Rates	Fringes	
BRICKLAYER	.\$ 39.36	28.83	
BRWI0007-002 06/01/2025			
GREEN, LAFAYETTE, AND ROCK COUNT	IES		
	Rates	Fringes	
BRICKLAYER	.\$ 40.34	29.49	
BRWI0008-002 06/01/2025			
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	UNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 45.72	27.42	
BRWI0011-002 06/01/2024			
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN C	COUNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 38.45	27.41	
BRWI0019-002 06/01/2025			
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S			
	Rates	Fringes	
BRICKLAYER	.\$ 39.50	28.69	
BRWI0034-002 06/01/2025			
COLUMBIA AND SAUK COUNTIES			
	Rates	Fringes	
BRICKLAYER		28.66	
CARP0068-011 05/05/2025			
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	.\$ 47.71	31.17 30.98	

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

	Rates	Fringes	
CARPENTER	.\$ 47.73	31.52	
CARP0310-002 06/03/2024			
ADAMS, ASHLAND, BAYFIELD (Easter LANGLADE, LINCOLN, MARATHON, ONE (Western Portion of the County), COUNTIES	IDA, PORTAGE, PF	RICE, SHAWANO	
	Rates	Fringes	
CARPENTERPiledriver	·	28.44 28.44	
CARP0314-001 06/02/2025			
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES			
	Rates	Fringes	
CarpenterPiledrivermen		28.78 28.78	
CARP0361-004 05/05/2025			
BAYFIELD (West of Hwy 63) AND DO	UGLAS COUNTIES		

	Rates	Fringes	
CARPENTER	\$ 46.82	31.92	
CARRO721 002 06/02/2024			

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
Piledriver	\$ 42.44	28.44	
			-

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTERPILEDRIVER	•	28.44 28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,

DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	.\$ 42.00	28.85
CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER		28.44
PILEDRIVER	\$ 42.44	28.44
CARP1143-002 06/03/2024		

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

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	
CARP1146-002 06/03/2024			

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes	
CARPENTER	· · · · ·	28.44 28.44	
CARP2337-009 06/03/2024			-

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

	Rates	Fringes	
PILEDRIVERMAN	\$ 42.21	34.07	
ELEC0014-002 05/25/2025			

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:.....\$ 44.29 25.21

ELEC0014-007 05/25/2025

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

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 31.17

20.08

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).

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

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ELEC0158-002 06/01/2024

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

Rates Fringes

ELECTRICIAN.....\$ 40.25 29.75%+11.17

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ELEC0159-003 05/26/2024

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	.\$ 48.55	25.91	
ELEC0219-004 06/01/2019			
FLORENCE COUNTY (Townships of Au Florence and Homestead) AND MARI Niagara)			
	Rates	Fringes	
Electricians: Electrical contracts over \$180,000 Electrical contracts under \$180,000  ELEC0242-005 06/01/2025	.\$ 31.75	21.80 21.73	
DOUGLAS COUNTY			
	Rates	Fringes	
Electricians:		33.34	
ELEC0388-002 06/01/2024			
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:		26%+12.45	
ELEC0430-002 06/01/2024			
RACINE COUNTY (Except Burlington	Township)		
	Rates	Fringes	
Electricians:	•	26.25	
ELEC0494-005 06/01/2025			
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES			
	Rates	Fringes	
Electricians:		28.26	
ELEC0494-006 06/01/2025			
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	D DU LAC, MA		

Rates Fringes

Electricians:.....\$ 45.20 25.27

ELEC0494-013 06/01/2025

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

	Rates	Fringes
Sound & Communications		
Installer	\$ 37.13	21.58
Technician	\$ 37.13	21.58

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

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#### ELEC0577-003 05/26/2024

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:	\$ 40.00	22.69	_
ELEC0890-003 06/01/2024			-

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

	Rates	Fringes
Electricians:	.\$ 43.65	25.95%+12.26
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 06/01/2025

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 48.37	30.30
Group 2	.\$ 47.87	30.30
Group 3	.\$ 46.77	30.30
Group 4	.\$ 46.51	30.30
Group 5	.\$ 46.22	30.30
Group 6	.\$ 40.32	30.30

#### 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; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing

machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

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

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IRON0008-002 06/01/2025

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

Rates Fringes
IRONWORKER......\$ 44.66 33.67

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

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IRON0008-003 06/01/2025

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

Rates Fringes
IRONWORKER.....\$ 47.52 33.67

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

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IRON0383-001 06/01/2025

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.....\$ 44.00 32.66

IRON0498-005 06/01/2025

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

	Rates	Fringes
IRONWORKER	\$ 48.74	49.65

IRON0512-008 05/01/2025

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

	Rates	Fringes
IRONWORKER	\$ 46.35	36.86

IRON0512-021 05/01/2025

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

	Rates	Fringes
IRONWORKER	\$ 42.89	36.86
LAB00113-002 06/02/2025		

#### MILWAUKEE AND WAUKESHA COUNTIES

	I	Rates	Fringes
LABORER			
Group	1\$	38.81	25.53
Group	2\$	38.96	25.53
Group	3\$	39.16	25.53
Group	4\$	39.31	25.53
Group	5\$	39.46	25.53
Group	6\$	35.30	25.53

#### LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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#### LAB00113-003 06/02/2025

#### OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 38.06	25.53
Group	2	\$ 38.16	25.53
Group	3	\$ 38.21	25.53
Group	4	\$ 38.41	25.53
Group	5	\$ 38.26	25.53
Group	6	\$ 35.15	25.53

#### LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/02/2025

#### KENOSHA AND RACINE COUNTIES

	Ra	tes F	ringes
LABORER			
Group	1\$ 3	7.87	25.53
Group	2\$ 3	8.02	25.53
Group	3\$ 3	8.22	25.53
Group	4\$ 3	8.19	25.53
Group	5\$ 3	8.52	25.53
Group	6\$ 3	5.02	25.53

#### LABORERS CLASSIFICATIONS:

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

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

Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/02/2025

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

	Rates	Fringes
LABORER		
Group 1	\$ 43.77	19.97
Group 2	\$ 43.87	19.97
Group 3	\$ 43.92	19.97
Group 4	\$ 44.12	19.97
Group 5	\$ 43.97	19.97
Group 6	\$ 40.40	19.97

#### LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/02/2025

DANE COUNTY

	F	Rates	Fringes
LABORER			
Group	1\$	44.05	19.97
Group	2\$	44.15	19.97
Group	3\$	44.20	19.97
Group	4\$	44.40	19.97
Group	5\$	44.25	19.97
Group	6\$	40.40	19.97

#### LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/05/2025

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Ra	tes	Fringes
Painters:			
New:			
Brush,	Roller \$ 3	8.17	27.26
Spray,	Sandblast, Steel\$ 3	8.77	27.26
Repaint	:		
Brush,	Roller \$ 3	6.67	27.26
Spray,	Sandblast, Steel\$ 3	7.27	27.26

PAIN0108-002 06/01/2025

RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 43.64	23.35	
Spray & Sandblast	\$ 44.64	23.35	
			· -

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER	•	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA CF VERNON COUNTIES	ROSSE, MONROE,	TREMPEALEAU, AND
	Rates	Fringes
PAINTER	· ·	12.45
PAIN0781-002 06/01/2025		
JEFFERSON, MILWAUKEE, OZAUKEE, WA	ASHINGTON, AND	WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	\$ 42.44	24.87 24.87 24.87
PAIN0802-002 06/01/2025		
COLUMBIA, DANE, DODGE, GRANT, GRE ROCK, AND SAUK COUNTIES	EEN, IOWA, LAF	AYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 37.65	21.17
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	es = \$1.00 a	dditional per
PAIN0802-003 06/01/2025		
ADAMS, BROWN, CALUMET, CLARK, DOO LAKE, IRON, JUNEAU, KEWAUNEE, LAN MARATHON, MARINETTE, MARQUETTE, N OUTAGAMIE, PORTAGE, PRICE, SHAWAN WAUSHARA, WAUPACA, WINNEBAGO, AND	NGLADE, LINCOL MENOMINEE, OC NO, SHEBOYGAN	N, MANITOWOC, ONTO, ONEIDA, , TAYLOR, VILAS,
	Rates	Fringes
PAINTER		21.17
PAIN0934-001 06/01/2025		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush Spray Structural Steel	\$ 41.62	26.37 26.37 26.37

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#### PAIN1011-002 06/01/2025

#### FLORENCE COUNTY

	Rates	Fringes
Painters:	\$ 31.17	15.92
DI 450500 000 05 /01 /0005		

#### PLAS0599-002 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	<b>.</b>	
Area A	\$ 47.22	31.90
Area C	\$ 40.06	28.65
Area D	\$ 42.28	26.43
Area E	\$ 41.16	27.54
Area F	\$ 37.33	31.38

#### AREA DESCRIPTIONS:

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

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

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

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

AREA F: KENOSHA AND RACINE COUNTIES

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#### TEAM0039-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles 3 or more Axles; Euclids,	\$ 39.57	28.70
Dumptor & Articulated,		
Truck Mechanic	\$ 39.72	28.70

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

https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

# NOTICE TO BIDDERS WAGE RATE DECISION

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

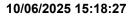
Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning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

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

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

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







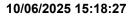
Page 1 of 13

Federal ID(s): WISC 2026034

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	176.000 ID	·	
0004	201.0220 Grubbing	176.000 ID		
0006	204.0100 Removing Concrete Pavement	23,370.000 SY	<u> </u>	
8000	204.0155 Removing Concrete Sidewalk	1,713.000 SY		
0010	204.0195 Removing Concrete Bases	3.000 EACH		
0012	204.0210 Removing Manholes	5.000 EACH		
0014	204.0220 Removing Inlets	37.000 EACH	<u> </u>	
0016	204.0245 Removing Storm Sewer (size) 01. 8-Inch to 15-Inch	1,583.000 LF	·	
0018	204.0245 Removing Storm Sewer (size) 02. 18-Inch to 30-Inch	49.000 LF		·
0020	204.9060.S  Removing (item description) 01.  Removing Street Light Poles	34.000 EACH	·	<del></del>
0022	205.0100 Excavation Common	15,804.000 CY	<u> </u>	
0024	213.0100 Finishing Roadway (project) 01. 3832- 01-71	1.000 EACH		·
0026	305.0110 Base Aggregate Dense 3/4-Inch	8.000 TON		<u> </u>
0028	305.0120 Base Aggregate Dense 1 1/4-Inch	9,310.000 TON		
0030	310.0110 Base Aggregate Open-Graded	49.000 TON		







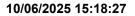
Page 2 of 13

Federal ID(s): WISC 2026034

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	311.0110 Breaker Run	6,466.000 TON	·	<del></del> -
0034	415.0080 Concrete Pavement 8-Inch	19,160.000 SY	·	·
0036	415.0210 Concrete Pavement Gaps	8.000 EACH	·	<del></del> -
0038	415.1080 Concrete Pavement HES 8-Inch	310.000 SY	·	·
0040	415.4100 Concrete Pavement Joint Filling	21,560.000 SY		
0042	416.0610 Drilled Tie Bars	209.000 EACH		
0044	416.0620 Drilled Dowel Bars	77.000 EACH		<u> </u>
0046	465.0110 Asphaltic Surface Patching	30.000 TON		
0048	465.0120 Asphaltic Surface Driveways and Field Entrances	23.000 TON	·	
0050	465.0125 Asphaltic Surface Temporary	23.000 TON	·	·
0052	520.8000 Concrete Collars for Pipe	21.000 EACH		
0054	601.0110 Concrete Curb Type D	15.000 LF		
0056	601.0405 Concrete Curb & Gutter 18-Inch Type A	60.000 LF		
0058	601.0409 Concrete Curb & Gutter 30-Inch Type A	7,585.000 LF		
0060	601.0600 Concrete Curb Pedestrian	43.000 LF		<u> </u>
0062	602.0405 Concrete Sidewalk 4-Inch	15,060.000 SF	<u> </u>	







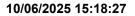
Page 3 of 13

Federal ID(s): WISC 2026034

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	602.0415 Concrete Sidewalk 6-Inch	3,710.000 SF		
0066	602.0515 Curb Ramp Detectable Warning Field Natural Patina	470.000 SF	·	<u></u>
0068	602.0810 Concrete Driveway 6-Inch	911.000 SY	·	
0070	602.0820 Concrete Driveway 8-Inch	206.000 SY		
0072	602.0870 Concrete Driveway HES 8-Inch	126.000 SY		
0074	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	1,568.000 LF	·	·
0076	608.0515 Storm Sewer Pipe Reinforced Concrete Class V 15-Inch	181.000 LF		<u> </u>
0078	608.0518 Storm Sewer Pipe Reinforced Concrete Class V 18-Inch	16.000 LF	·	<u></u>
0800	608.0521 Storm Sewer Pipe Reinforced Concrete Class V 21-Inch	8.000 LF	<u></u>	<u> </u>
0082	608.0524 Storm Sewer Pipe Reinforced Concrete Class V 24-Inch	24.000 LF		<u> </u>
0084	611.0420 Reconstructing Manholes	4.000 EACH		
0086	611.0613 Inlet Covers Type DW	2.000 EACH		
0088	611.0624 Inlet Covers Type H	28.000 EACH		
0090	611.0639 Inlet Covers Type H-S	16.000 EACH		·







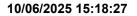
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	611.2004 Manholes 4-FT Diameter	6.000 EACH		·
0094	611.2005 Manholes 5-FT Diameter	2.000 EACH		<del></del> -
0096	611.3004 Inlets 4-FT Diameter	4.000 EACH		<del></del> -
0098	611.3230 Inlets 2x3-FT	44.000 EACH		<del></del> -
0100	612.0106 Pipe Underdrain 6-Inch	700.000 LF		<del></del> -
0102	619.1000 Mobilization	1.000 EACH		<del></del> -
0104	620.0300 Concrete Median Sloped Nose	29.000 SF		·
0106	623.0200 Dust Control Surface Treatment	27,000.000 SY		<del></del> -
0108	624.0100 Water	190.000 MGAL		<del></del> -
0110	625.0100 Topsoil	5,164.000 SY	<u> </u>	<u> </u>
0112	627.0200 Mulching	5,164.000 SY		
0114	628.1905 Mobilizations Erosion Control	6.000 EACH		<del></del> -
0116	628.1910  Mobilizations Emergency Erosion Control	5.000 EACH	·	<u> </u>
0118	628.6510 Soil Stabilizer Type B	0.300 ACRE		<u> </u>
0120	628.7005 Inlet Protection Type A	67.000 EACH		<u> </u>
0122	628.7010 Inlet Protection Type B	22.000 EACH		·







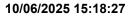
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Federal ID(s): WISC 2026034

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	628.7015 Inlet Protection Type C	74.000 EACH		<u> </u>
0126	628.7020 Inlet Protection Type D	25.000 EACH	<u>-</u>	<u> </u>
0128	628.7560 Tracking Pads	5.000 EACH	<u>-</u>	<u> </u>
0130	629.0210 Fertilizer Type B	3.000 CWT	·	
0132	630.0200 Seeding Temporary	139.000 LB	<u> </u>	
0134	631.0300 Sod Water	116.000 MGAL	<u> </u>	<u></u>
0136	631.1000 Sod Lawn	5,164.000 SY		
0138	637.2210 Signs Type II Reflective H	292.300 SF		
0140	637.2215 Signs Type II Reflective H Folding	15.540 SF		·
0142	638.2102 Moving Signs Type II	10.000 EACH	<u></u>	<u> </u>
0144	638.2602 Removing Signs Type II	67.000 EACH	·	<u> </u>
0146	638.3000 Removing Small Sign Supports	27.000 EACH	·	
0148	642.5001 Field Office Type B	1.000 EACH	<u> </u>	
0150	643.0300 Traffic Control Drums	35,889.000 DAY		
0152	643.0420 Traffic Control Barricades Type III	24,314.000 DAY		<u> </u>
0154	643.0705 Traffic Control Warning Lights Type A	48,628.000 DAY		







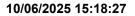
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0156	643.0715 Traffic Control Warning Lights Type C	6,325.000 DAY		<u> </u>
0158	643.0810 Traffic Control Connected Arrow Boards	192.000 DAY	·	<u>-</u>
0160	643.0900 Traffic Control Signs	53,422.000 DAY	·	
0162	643.0920 Traffic Control Covering Signs Type II	4.000 EACH		
0164	643.1000 Traffic Control Signs Fixed Message	82.500 SF		
0166	643.1050 Traffic Control Signs PCMS	14.000 DAY	·	
0168	643.3105 Temporary Marking Line Paint 4-Inch	3,484.000 LF	·	<u> </u>
0170	643.3150 Temporary Marking Line Removable Tape 4-Inch	4,121.000 LF		·
0172	643.3165 Temporary Marking Line Paint 6-Inch	60.000 LF		·
0174	643.3180 Temporary Marking Line Removable Tape 6-Inch	2,846.000 LF		·
0176	643.3205 Temporary Marking Line Paint 8-Inch	193.000 LF	·	
0178	643.3250 Temporary Marking Line Removable Tape 8-Inch	117.000 LF		·
0180	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	670.000 LF		
0182	643.3550 Temporary Marking Arrow Removable Tape	4.000 EACH	·	·







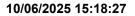
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	71.000 LF		·_
0186	643.5000 Traffic Control	1.000 EACH		<u> </u>
0188	644.1440 Temporary Pedestrian Surface Matting	365.000 SF	·	
0190	644.1601 Temporary Pedestrian Curb Ramp	232.000 DAY		
0192	644.1605 Temporary Pedestrian Detectable Warning Field	160.000 SF		·
0194	644.1810 Temporary Pedestrian Barricade	2,448.000 LF		
0196	644.1900.S Temporary Audible Message Devices	4,136.000 DAY		
0198	645.0111 Geotextile Type DF Schedule A	308.000 SY		<u> </u>
0200	645.0220 Geogrid Type SR	10,130.000 SY		<u> </u>
0202	646.1020 Marking Line Epoxy 4-Inch	21,132.000 LF		
0204	646.3020 Marking Line Epoxy 8-Inch	931.000 LF		
0206	646.5005 Marking Arrow Paint	1.000 EACH		
0208	646.5020 Marking Arrow Epoxy	37.000 EACH	<u> </u>	
0210	646.5220 Marking Symbol Epoxy	21.000 EACH		
0212	646.6120 Marking Stop Line Epoxy 18-Inch	344.000 LF		







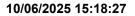
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	646.7120 Marking Diagonal Epoxy 12-Inch	122.000 LF	·	·
0216	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,229.000 LF	·	·
0218	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	276.000 LF		<del></del>
0220	646.9000 Marking Removal Line 4-Inch	1,498.000 LF	·	
0222	646.9002 Marking Removal Line 6-Inch	37.000 LF		
0224	646.9100 Marking Removal Line 8-Inch	155.000 LF		
0226	646.9200 Marking Removal Line Wide	68.000 LF	<u> </u>	
0228	646.9300 Marking Removal Special Marking	8.000 EACH		:
0230	650.4000 Construction Staking Storm Sewer	56.000 EACH	·	
0232	650.4500 Construction Staking Subgrade	3,656.000 LF		
0234	650.7000 Construction Staking Concrete Pavement	3,656.000 LF		
0236	650.8501 Construction Staking Electrical Installations (project) 01. 3832-01-71	1.000 EACH		
0238	650.9000 Construction Staking Curb Ramps	44.000 EACH		
0240	650.9500 Construction Staking Sidewalk (project) 01. 3832-01-71	1.000 EACH	·	







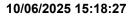
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0242	650.9911 Construction Staking Supplemental Control (project) 01. 3832-01-71	1.000 EACH	·	·
0244	650.9920 Construction Staking Slope Stakes	3,656.000 LF		<u> </u>
0246	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	3,502.000 LF		·
0248	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,027.000 LF	·	·
0250	653.0135 Pull Boxes Steel 24x36-Inch	1.000 EACH		·
0252	653.0140 Pull Boxes Steel 24x42-Inch	17.000 EACH		
0254	653.0905 Removing Pull Boxes	1.000 EACH	<u> </u>	<u> </u>
0256	654.0101 Concrete Bases Type 1	3.000 EACH		
0258	654.0102 Concrete Bases Type 2	5.000 EACH	<u> </u>	<u> </u>
0260	654.0105 Concrete Bases Type 5	28.000 EACH		
0262	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	<u> </u>	·
0264	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH		
0266	655.0230 Cable Traffic Signal 5-14 AWG	560.000 LF		
0268	655.0260 Cable Traffic Signal 12-14 AWG	1,138.000 LF		
0270	655.0320 Cable Type UF 2-10 AWG Grounded	244.000 LF		<u> </u>







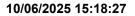
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	655.0515 Electrical Wire Traffic Signals 10 AWG	999.000 LF	<u> </u>	<u> </u>
0274	655.0610 Electrical Wire Lighting 12 AWG	4,131.000 LF	·	
0276	655.0615 Electrical Wire Lighting 10 AWG	690.000 LF		
0278	655.0620 Electrical Wire Lighting 8 AWG	19,250.000 LF	·	<del></del>
0280	655.0635 Electrical Wire Lighting 2 AWG	30.000 LF	·	<del></del>
0282	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. 22nd Avenue & 45th Street	1.000 EACH	·	·
0284	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. 22nd Avenue & 43rd Street	1.000 EACH	<u> </u>	<u>.</u>
0286	657.0100 Pedestal Bases	3.000 EACH	<u> </u>	
0288	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	31.000 EACH	·	
0290	657.0305 Poles Type 2	2.000 EACH		
0292	657.0310 Poles Type 3	2.000 EACH		
0294	657.0315 Poles Type 4	1.000 EACH		
0296	657.0322 Poles Type 5-Aluminum	28.000 EACH		
0298	657.0420 Traffic Signal Standards Aluminum 13-FT	3.000 EACH		
0300	657.0590 Trombone Arms 20-FT	2.000 EACH	<u></u>	







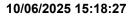
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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	657.0595 Trombone Arms 25-FT	1.000 EACH	<u> </u>	·-
0304	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	3.000 EACH	<u> </u>	<del></del>
0306	657.0615 Luminaire Arms Single Member 4 1/2- Inch Clamp 8-FT	28.000 EACH		·
0308	658.0173 Traffic Signal Face 3S 12-Inch	11.000 EACH		
0310	658.0174 Traffic Signal Face 4S 12-Inch	2.000 EACH	·	
0312	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH	·	
0314	658.0500 Pedestrian Push Buttons	6.000 EACH		·
0316	658.5070 Signal Mounting Hardware (location) 01. 22nd Avenue & 45th Street	1.000 EACH		<del></del>
0318	659.2130 Lighting Control Cabinets 120/240 30- Inch	1.000 EACH	·	<del></del>
0320	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	17.000 EACH	·	·
0322	690.0150 Sawing Asphalt	143.000 LF	<u></u>	<u> </u>
0324	690.0250 Sawing Concrete	5,721.000 LF	·	
0326	715.0720 Incentive Compressive Strength Concrete Pavement	5,840.000 DOL	1.00000	5,840.00
0328	740.0440 Incentive IRI Ride	5,539.000 DOL	1.00000	5,539.00







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**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	800.000 HRS	5.00000	4,000.00
0332	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0334	SPV.0060 Special 01. 2 3/8-Inch OD, 16 GA Galvanized Poles, 12-FT	32.000 EACH	<del>.</del>	·
0336	SPV.0060 Special 02. 2 3/8-Inch OD, 16 GA Galvanized Poles, 8-FT	3.000 EACH	·	·
0338	SPV.0060 Special 03. 30-Inch Round V-Loc	41.000 EACH		
0340	SPV.0060 Special 04. 2 3/8-Inch Z-Bracket, Single Sided, Round, Pair	44.000 EACH		
0342	SPV.0060 Special 05. Salvage and Reinstall City Owned Bus Route Signs	8.000 EACH		·
0344	SPV.0060 Special 06. Manhole Cover Storm	17.000 EACH		
0346	SPV.0060 Special 07. Inlet Covers Type CH	7.000 EACH		·
0348	SPV.0060 Special 08. Storm Sewer Tap	12.000 EACH	<u> </u>	
0350	SPV.0060 Special 09. Sealing Manhole Openings	11.000 EACH		·
0352	SPV.0060 Special 10. Maintenance of Lighting	1.000 EACH		
0354	SPV.0060 Special 11. Luminaires Utility LED 80 Watts	31.000 EACH	<u> </u>	
0356	SPV.0060 Special 12. Remove Existing Lighting Cabinet	1.000 EACH	<u> </u>	





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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
0358	SPV.0060 Special 13. Remove Traffic Signals 22nd Avenue & 45th Street	1.000 EACH	·	
0360	SPV.0060 Special 14. Traffic Signal Cabinet and Controller 22nd Avenue & 45th Street	1.000 EACH		
0362	SPV.0060 Special 15. Radar Sensor System 22nd Avenue & 45th Street	1.000 EACH		·
0364	SPV.0060 Special 16. Emergency Vehicle Preemption 22nd Avenue & 45th Street	1.000 EACH	·	·
0366	SPV.0060 Special 17. Adjusting Water Valve Covers	19.000 EACH	·	
0368	SPV.0060 Special 18. Adjusting Curb Boxes	83.000 EACH		
0370	SPV.0060 Special 19. Adjusting Sanitary Sewer Manhole Covers	15.000 EACH		·
0372	SPV.0060 Special 20. Relocating Stone Monuments	2.000 EACH		
0374	SPV.0060 Special 21. Laminated No Parking Signs and Property Owner Notifications	1.000 EACH		·
0376	SPV.0060 Special 22. Section Corner Monuments	1.000 EACH		<u> </u>
0378	SPV.0090 Special 01. PVC Pipe 6-Inch	8.000 LF	<u> </u>	
0380	SPV.0195 Special 01. Management of Solid Waste	611.000 TON		·

**Section:** 0001 **Total:** \_\_\_\_\_.

Total Bid: \_\_\_\_\_-

## PLEASE ATTACH ADDENDA HERE