# HIGHWAY WORK PROPOSAL

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

Proposal Number: 019

| STATE ID | FEDERAL ID | PROJECT DESCRIPTION | HIGHWAY | COUNTY |
|---|---|---|---|---|
| 6180-30-71 | WISC 2026038 | Omro - Oshkosh,<br>STH 116 - Leonard Point Road | STH 021 | Winnebago |
| 6180-30-72 | WISC 2026039 | Omro - Oshkosh,<br>CTH Ff/Reighmoor Rd Intersection | STH 021 | Winnebago |
| 6180-30-73 | WISC 2026040 | Omro - Oshkosh,<br>Sand Pit Rd Intersection | STH 021 | Winnebago |
| 6180-31-71 | WISC 2026052 | Omro - Oshkosh,<br>Leonard Point Rd - Washburn Street | STH 021 | Winnebago |

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: $290,000.00<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE. |
| Bid Submittal<br>Date: November 11, 2025<br>Time (Local Time): 11:00 am | Firm Name, Address, City, State, Zip Code<br>**SAMPLE**<br>**NOT FOR BIDDING PURPOSES** |
| Contract Completion Time<br>October 23, 2026 | |
| Assigned Disadvantaged Business Enterprise Goal 0% | This contract is exempt from federal oversight. |

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

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

Subscribed and sworn to before me this date _____

| | |
|---|---|
| (Signature, Notary Public, State of Wisconsin) | (Bidder Signature) |
| (Print or Type Name, Notary Public, State Wisconsin) | (Print or Type Bidder Name) |
| (Date Commission Expires) | (Bidder Title) |

Notary Seal

**For Department Use Only**

**Type of Work:**
Removals, Milling, Grading, Aggregate, Conc Pavement, Asphalt Pavement, Structure Rehab, Culvert Pipe, Sign Structure, Curb and Gutter, Conc Sidewalk, Storm Sewer, Beam Guard, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, Restoration.

| | |
|---|---|
| Notice of Award Dated | 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™ on-line bidding exchange at http://www.bidx.com/ after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

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

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

(5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.

(6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

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

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

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

## B. Submitting Electronic Bids

### B.1 On the Internet

(1) Do the following before submitting the bid:

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

(3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

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

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

Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

(2) Staple an 8 1/2 by 11 inch printout of the Expedite□□ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**
**BN00**
**Proposals: 1, 12, 14, & 22**

(3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.

(4) The bidder-submitted printout of the Expedite□□ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

(5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:

1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
3. The diskette or CD ROM is not submitted at the time and place the department designates.

**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.

# PROPOSAL BID BOND

Wisconsin Department of Transportation

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)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

**NOTARY FOR PRINCIPAL**

(Date)

State of Wisconsin )
) ss.
_____ County )

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

**Notary Seal**

**NOTARY FOR SURETY**

(Date)

State of Wisconsin )
) ss.
_____ County )

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

**Notary Seal**

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

# CERTIFICATE OF ANNUAL BID BOND

Wisconsin Department of Transportation

DT1305 8/2003

| |
|---|
| Time Period Valid (From/To) |
| Name of Surety |
| Name of Contractor |
| Certificate Holder<br>Wisconsin Department of Transportation |

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

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

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

(Signature of Authorized Contractor Representative) (Date)

Effective with March 2010 Letting

# 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 |
|---|---|---|
| | | |
| | | |
| | | |
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| | | |
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| | | |

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

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

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

4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

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

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

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and

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

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

## Special Provisions

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# SPECIAL PROVISIONS

## 1. General.

Perform the work under this construction contract for the following:

- Project 6180-30-71, Omro – Oshkosh, STH 116 – Leonard Point Road, STH 21, Winnebago County
- Project 6180-30-72, Omro – Oshkosh, CTH FF/Reighmoor Rd Intersection, STH 21, Winnebago County
- Project 6180-30-73, Omro – Oshkosh, Sand Pit Rd Intersection, STH 21, Winnebago County
- Project 6180-31-71, Omro – Oshkosh, Leonard Point Rd – Washburn Street, STH 21, Winnebago 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 common excavation, removing concrete pavement, concrete pavement repair/replacement, base patching concrete, base course, HMA pavement, storm sewer, curb and gutter, curb ramp construction, concrete sidewalk, beamguard, landscaping, signing, pavement marking, lighting, traffic signals, 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 ten calendar days before the approved start date.

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

**Interim Completion and Liquidated Damages – Stages 3A and 3B of City of Omro Staging: 39 Consecutive Calendar Days**

At the beginning of Stage 3A, as Stage 3A is defined under the Prosecution and Progress heading and its subheading "City of Omro Staging", close STH 116 to through traffic and restrict STH 21 eastbound traffic as shown in the plans for a maximum of 39 calendar days. Do not reopen until completing the following work: concrete base patching, curb & gutter repair, and curb ramp updates.

If the contractor fails to complete the work necessary to reopen STH 116 and STH 21 eastbound to traffic within 39 consecutive calendar days, the department will assess the contractor $5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 39 consecutive

calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

**Interim Completion and Liquidated Damages – Stage 1 Phase 1 and Stage 1 Phase 2 of CTH FF/Reighmoor Road roundabout, Sand Pit Road roundabout, and Project 6180-31-71 Staging: 90 Calendar Days**

During Stage 1 close Westhaven Drive and Oakwood Road to northbound and southbound cross traffic, but not at the same time, for a maximum of 90 consecutive calendar days. Do not reopen until completing the following work: construction of offset left turn lanes at Oakwood Road and Westhaven Drive; concrete repairs, HMA pavement, and pavement marking between the Oakwood road and the east project limits; signal modifications at Oakwood Road and Westhaven Drive.

If the contractor fails to complete the work necessary to reopen Oakwood Road and Westhaven Drive intersection to traffic within 90 consecutive calendar days, the department will assess the contractor $500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 90 consecutive calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

**Interim Completion and Liquidated Damages – Stage 2 Phase 1 and Stage 2 Phase 2 of CTH FF/Reighmoor Road roundabout, Sand Pit Road roundabout, and Project 6180-31-71 Staging: 50 Consecutive Calendar Days**

At the beginning of Stage 2, close Leonard Point Road to two-way traffic for a maximum of 50 consecutive calendar days. Do not reopen until completing the following work: All grading, storm sewer, HMA pavement, and pavement marking on Omro Road and on Leonard Point Road from Omro Road to the north project limits of Leonard Point Road.

If the contractor fails to complete the work necessary to reopen Leonard Point Road to traffic within 50 consecutive calendar days, the department will assess the contractor $1,250 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 50 consecutive calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

**Construction Staging**

The City of Omro staging is independent of the staging required for the construction of the CTH FF/Reighmoor Road roundabout, Sand Pit Road roundabout, and Project 6180-31-71.

**CTH FF/Reighmoor Road roundabout, Sand Pit Road roundabout, and Project 6180-31-71 Staging**

Follow the construction operations as outlined below and as shown in the plans.

Stage 1 – Sand Pit Road roundabout, offset left turn lanes at Oakwood Road & Westhaven Drive, and pavement repairs east of Oakwood Rd.

Stage 1 Phase 1A:

- Construct Sand Pit Road roundabout.
- Construct offset left turn lanes at the Westhaven Drive intersection.
- Perform pavement repairs on the inside lanes of STH 21 at Westhaven Drive.

Stage 1 Phase 1B:

- Continue constructing Sand Pit Road roundabout.
- Perform pavement repairs on the outside and right turn lanes of STH 21 at Westhaven Drive.
- Construct curb and gutter, sidewalk, and signal modifications at the Westhaven Drive intersection.

Stage 1 Phase 1C:

- Continue constructing Sand Pit Road roundabout.
- Complete pavement repairs on the outside lanes of STH 21 at Westhaven Drive.

Stage 1 Phase 2A:

- Continue constructing Sand Pit Road roundabout.
- Construct offset left turn lanes at the Oakwood Road intersection.
- Perform pavement repairs on the inside lanes of STH 21 at Oakwood Road.

Stage 1 Phase 2B:

- Continue constructing Sand Pit Road roundabout.
- Perform pavement repairs on the outside and right turn lanes of STH 21 at Oakwood Road.
- Construct curb and gutter, sidewalk, and signal modifications at the Oakwood Road intersection.

Stage 1 Phase 2C:

- Complete construction of Sand Pit Road roundabout.
- Complete pavement repairs on the outside lanes of STH 21 at Oakwood Road.

Stage 2 – CTH FF/Reighmoor Road roundabout and Leonard Point Road roundabout.

Stage 2 Phase 1:

- Construct CTH FF/Reighmoor Road roundabout.
- Construct Leonard Point Road roundabout.
- Construct east half of Leonard Point Road and Omro Road intersection.

Stage 2 Phase 2:

- Continue constructing CTH FF/Reighmoor Road roundabout.
- Continue constructing Leonard Point Road roundabout.
- Construct west half of Leonard Point Road and Omro Road intersection.

Stage 2 Phase 3:

- Complete construction of CTH FF/Reighmoor Road roundabout.
- Complete construction of Leonard Point Road roundabout.

**City of Omro Staging**

Follow the construction operations as outlined below and as shown in the plans.

Stage 1A:

- Perform concrete base patching on south half of STH 21 from Webster Avenue to Industrial Avenue.
- Perform concrete base patching, curb & gutter repair, and curb ramp updates on south half of the STH 21 intersections with Madison Avenue, Quincy Avenue, Van Buren Avenue, McKinley Avenue, and Lincoln Avenue.

Stage 1B:

- Perform concrete base patching on south half of STH 21 from Webster Avenue to Industrial Avenue.
- Perform concrete base patching, curb & gutter repair, and curb ramp updates on south half of the STH 21 intersections with Monroe Avenue, Jackson Avenue, Harrison Avenue, and Industrial Avenue.

Stage 2A:

- Perform concrete base patching on north half of STH 21 from Webster Avenue to Industrial Avenue.
- Perform concrete base patching, curb & gutter repair, and curb ramp updates on north half of the STH 21 intersections with Madison Avenue, Quincy Avenue, Jackson Avenue, Van Buren Avenue, Maplewood Road (west), Omreau Avenue, and Lincoln Avenue.

Stage 2B:

- Perform concrete base patching on north half of STH 21 from Webster Avenue to Industrial Avenue.
- Perform concrete base patching, curb & gutter repair, and curb ramp updates on north half of the STH 21 intersections with Madison Avenue, Quincy Avenue, Jackson Avenue, Van Buren Avenue, Maplewood Road (east) and Beckwith Avenue.

Stage 3A:

- Perform concrete base patching on south half of STH 21 from Adams Avenue to Madison Avenue.
- Perform concrete base patching, curb & gutter repair, and curb ramp updates on south half of the STH 21 intersections with Adams Avenue and STH 116/Jefferson Avenue.

Stage 3B:

- Perform concrete base patching on north half of STH 21 from Adams Avenue to Madison Avenue.
- Perform concrete base patching, curb & gutter repair, and curb ramp updates on north half of the STH 21 intersections with Adams Avenue and STH 116/Jefferson Avenue.

Stage 4:

- Perform concrete base patching in areas within the STH 21 intersections with Scott Park Drive and Maplewood Road (west).
- Perform curb & gutter repair and curb ramp updates at the STH 21 intersections with Scott Park Drive and the south half of Beckwith Avenue.

Stage 5:

- Perform curb & gutter repair and curb ramp updates within the STH 21 intersection with Webster Avenue.
- Perform continuous diamond grinding concrete pavement, HMA overlay, and pavement marking from Adams Avenue to Industrial Avenue.

**Fish Spawning**

There shall be no instream disturbance of tributaries to Lake Butte des Morts at Station 352+50 and 361+25 as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of northern pike, yellow perch, white sucker, smallmouth bass, largemouth bass, walleye, bluegill, black crappie, sunfish, and mekellunge.

There shall be no instream disturbance of Spring Brook at Station 165+00 as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish and other aquatic organisms.

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

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

Federally protected bats have the potential to inhabit the project limits because they roost in trees, bridges and culverts. 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).

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.

To avoid adverse impacts upon protected bats, no tree clearing is allowed between April 15 and October 31, both dates inclusive. If the required tree clearing is not completed by April 14, the department will suspend all tree clearing and associated work directly impacted by clearing.

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.

Due to potential for erosion, do not perform grubbing operations at the time of tree clearing unless grading activities will commence in those areas immediately following the tree clearing, or as otherwise approved by the engineer. Provide information for the grubbing and grading activities, including the schedule of operations, in the Erosion Control Implementation Plan (ECIP).

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.

**STH 21 Detour**

Close and detour STH 21 to through traffic as shown in the plans.

The detour route for STH 21 traffic will follow STH 116 to USH 45 to USH 41.

All sideroad intersections along STH 21 will remain open to traffic, except as shown in the staging articles and plans.

Maintain local access at all times.

**Traffic Staging**

The City of Omro staging is independent of the staging required for the CTH FF/Reighmoor Road roundabout, Sand Pit Road roundabout, and Project 6180-31-71.

**CTH FF/Reighmoor Road roundabout, Sand Pit Road roundabout, and Project 6180-31-71 Staging**

Follow the traffic staging as outlined below and as shown in the plans.

Stage 1 – Sand Pit Road roundabout, offset left turn lanes at Oakwood Road & Westhaven Drive, and pavement repairs east of Oakwood Rd.

Stage 1 Phase 1A:

- Close the intersection of STH 21 and Sand Pit Road. Maintain access to STH 21 at CTH FF/Reighmoor Road and Leonard Point Road while the Sand Pit Road intersection is closed.
- Close Westhaven Drive northbound and southbound across STH 21.
- Maintain left turn lanes on STH 21 at Oakwood Road and northbound and southbound Oakwood Road.

Stage 1 Phase 1B:

- Keep the intersection of STH 21 and Sand Pit Road closed. Maintain access to STH 21 at CTH FF/Reighmoor Road and Leonard Point Road while the Sand Pit Road intersection is closed.
- Keep Westhaven Drive northbound and southbound across STH 21 closed.
- Maintain left turn lanes on STH 21 at Oakwood Road and northbound and southbound Oakwood Road.

Stage 1 Phase 1C:

- Keep the intersection of STH 21 and Sand Pit Road closed. Maintain access to STH 21 at CTH FF/Reighmoor Road and Leonard Point Road while the Sand Pit Road intersection is closed.
- Open STH 21 left turn lanes at Westhaven Drive and Westhaven northbound and southbound Westhaven Drive
- Maintain left turn lanes on STH 21 at Oakwood Road and northbound and southbound Oakwood Road.

Stage 1 Phase 2A:

- Keep the intersection of STH 21 and Sand Pit Road closed. Maintain access to STH 21 at CTH FF/Reighmoor Road and Leonard Point Road while the Sand Pit Road intersection is closed.
- Close Oakwood Road northbound and southbound across STH 21.
- Maintain left turn lanes on STH 21 at Westhaven Drive and northbound and southbound Westhaven Drive.

Stage 1 Phase 2B:

- Keep the intersection of STH 21 and Sand Pit Road closed. Maintain access to STH 21 at CTH FF/Reighmoor Road and Leonard Point Road while the Sand Pit Road intersection is closed.
- Close Oakwood Road northbound and southbound across STH 21.
- Maintain left turn lanes on STH 21 at Westhaven Drive and northbound and southbound Westhaven Drive.

Stage 1 Phase 2C:

- Keep the intersection of STH 21 and Sand Pit Road closed. Maintain access to STH 21 at CTH FF/Reighmoor Road and Leonard Point Road while the Sand Pit Road intersection is closed.
- Open STH 21 left turn lanes at Oakwood Road and northbound and southbound Oakwood Road.
- Maintain left turn lanes on STH 21 at Westhaven Drive and northbound and southbound Westhaven Drive.

Stage 2 – CTH FF/Reighmoor Road roundabout and Leonard Point Road roundabout.

Stage 2 Phase 1:

- Close the intersection of STH 21 and CTH FF/Reighmoor Road. Maintain access to STH 21 at Sand Pit Road while CTH FF/Reighmoor Road intersection is closed.
- Close Omro Road.
- Maintain one lane road from STH 21 to Leonard Point Road through Pierce Lane with temporary signals.
- Maintain a minimum of one lane of traffic on STH 21 in each direction between Leonard Point Road and Washburn Avenue.

Stage 2 Phase 2:

- Keep the intersection of STH 21 and CTH FF/Reighmoor Road closed. Maintain access to STH 21 at Sand Pit Road while the CTH FF/Reighmoor Road intersection is closed.
- Close the intersection of STH 21 and Leonard Point Road. Maintain access to STH 21 at Sand Point Road while the Leonard Point Road intersection is closed.
- Close STH 21 to all traffic west of Oakwood Road.
- Open Omro Road.
- Maintain one lane of traffic from Omro Road to Leonard Point Road with temporary signals.
- Maintain local traffic on STH 21 between Creek Side Drive and Honey Creek Road.

Stage 2 Phase 3:

- Keep the intersection of STH 21 and CTH FF/Reighmoor Road closed. Maintain access to STH 21 at Sand Pit Road while the CTH FF/Reighmoor Road intersection is closed.
- Close Leonard Point Road south of Omro Road.
- Close STH 21 to all traffic west of Oakwood Road.
- Maintain a minimum of one lane in each direction on a paved surface on Leonard Point Road from Omro Road to the north.
- Maintain local traffic on STH 21 between Creek Side Drive from Honey Creek Road.

**City of Omro Staging**

Follow the traffic and pedestrian staging as outlined below and as shown in the plans.

Stage 1A:

- Shift traffic to the north half of STH 21 and maintain one lane in each direction from Webster Avenue to Industrial Avenue.
- Close access to STH 21 from Madison Avenue, Quincy Avenue, Van Buren Avenue, and McKinley Avenue.
- Maintain pedestrian access on the north side of STH 21 from Adams Avenue to Industrial Avenue. Maintain pedestrian crossings of STH 21 at STH 116/Jefferson Avenue, Webster Avenue, Scott Park Drive, and Beckwith Avenue. Restrict pedestrian access on the south side of STH 21 at Madison Avenue, Quincy Avenue, Van Buren Avenue, McKinley Avenue, and Lincoln Avenue when actively working on curb ramp updates within the intersections.

Stage 1B:

- Maintain traffic shift to the north half of STH 21 and maintain one lane in each direction from Webster Avenue to Industrial Avenue.
- Close access to STH 21 from Monroe Avenue, Jackson Avenue, Harrison Avenue, and Industrial Avenue.
- Maintain pedestrian access on the north side of STH 21 from Adams Avenue to Industrial Avenue. Maintain pedestrian crossings of STH 21 at STH 116/Jefferson Avenue, Webster Avenue, Scott Park Drive, and Beckwith Avenue. Restrict pedestrian access on the south side of STH 21 at Monroe Avenue, Jackson Avenue, Harrison Avenue, and Industrial Avenue when actively working on curb ramp updates within the intersections.

Stage 2A:

- Shift traffic to the south half of STH 21 and maintain one lane in each direction from Webster Avenue to Industrial Avenue.
- Close access to STH 21 from Maplewood Road (west), Omreau Avenue, and Lincoln Avenue.
- Maintain pedestrian access on the south side of STH 21 from Adams Avenue to Industrial Avenue. Maintain pedestrian crossings of STH 21 at STH 116/Jefferson Avenue, Webster Avenue, Scott Park Drive, and Beckwith Avenue. Restrict pedestrian access on north side of

STH 21 at Madison Avenue, Jackson Avenue, Van Buren Avenue, Maplewood Road (west), Omreau Avenue, and Lincoln Avenue when actively working on curb ramp updates within the intersections.

Stage 2B:

- Maintain traffic to the south half of STH 21 and maintain one lane in each direction from Webster Avenue to Industrial Avenue.
- Close access to STH 21 from Maplewood Road (east) and Beckwith Avenue.
- Maintain pedestrian access on the south side of STH 21 from Adams Avenue to Industrial Avenue. Maintain pedestrian crossings of STH 21 at STH 116/Jefferson Avenue, Webster Avenue, Scott Park Drive, and Lincoln Avenue. Restrict pedestrian access on north side of STH 21 at Quincy Avenue, Jackson Avenue, Van Buren Avenue, Maplewood Road (east) and Beckwith Avenue when actively working on curb ramp updates within the intersections.

Stage 3A:

- Close and detour STH 116 to through traffic as shown in the plans. The detour route for STH 116 traffic will follow CTH E to CTH K to STH 21.
- Maintain existing STH 21 westbound traffic from Madison Avenue to the STH 21/STH 116 intersection north of the Fox River bridge. Restrict STH 21 eastbound traffic from the STH 21/STH 116 intersection north of the Fox River bridge to Madison Avenue.
- Maintain one lane of traffic on STH 21 in each direction from Madison Avenue to Industrial Avenue.
- Close access to STH 21 from Adams Avenue and STH 116/Jefferson Avenue.
- Maintain pedestrian access on the north side of STH 21 from Adams Avenue to Industrial Avenue and on the south side of STH 21 from Webster Avenue to Industrial Avenue. Maintain pedestrian crossings of STH 21 at Webster Avenue, Madison Avenue, Quincy Avenue, Scott Park Drive, Jackson Avenue, Beckwith Avenue, and Lincoln Avenue. Utilize temporary pedestrian accommodations as shown in the plans at Adams Avenue when actively working on curb ramp updates within the intersection. Restrict pedestrian access on south side of STH 21 at STH 116/Jefferson Avenue when actively working on curb ramp updates within the intersection. Curb ramp updates at Adams Avenue and STH 116/Jefferson Avenue may not be performed concurrently.

Stage 3B:

- Maintain detour of STH 116 to through traffic as shown in the plans. The detour route for STH 116 traffic will follow CTH E to CTH K to STH 21.
- Shift STH 21 westbound traffic to the south half of STH 21 from Madison Avenue to the STH 21/STH 116 intersection north of the Fox River bridge. Restrict STH 21 eastbound traffic from STH 21/STH 116 intersection north of the Fox River bridge to Madison Avenue.
- Maintain one lane of traffic on STH 21 in each direction from Madison Avenue to Industrial Avenue.
- Maintain pedestrian access on the south side of STH 21 from Adams Avenue to Industrial Avenue and on the north side of STH 21 from Webster Avenue to Industrial Avenue. Maintain pedestrian crossings of STH 21 at Webster Avenue, Madison Avenue, Quincy Avenue, Scott Park Drive, Jackson Avenue, Beckwith Avenue, and Lincoln Avenue. Restrict pedestrian access on the north side of STH 21 from the STH 21/STH 116 intersection north of the Fox River bridge to Webster Avenue when actively working on curb ramp updates in the northeast quadrant of Adams Avenue and north side of the STH 116/Jefferson Avenue intersection. Utilize a pedestrian detour as shown in the plans to direct pedestrians to the pedestrian bridge to cross the Fox River at Webster Avenue.

Stage 4

- Maintain traffic with single-lane daytime closures with flagging operations at the Maplewood Road (west)/Harrison Avenue and Scott Park Drive/Jackson Avenue intersections in the active work zone.

- Restrict pedestrian access within the Scott Park Drive and south side of Beckwith Avenue intersections of STH 21 when actively working on curb ramp updates within the intersections. The curb ramp updates within the Scott Park Drive intersection may not be performed concurrently.

Stage 5

- Maintain traffic with single-lane daytime closures with flagging operations at the Webster Avenue intersection in the active work zone.
- Restrict pedestrian access within the Webster Avenue intersection when actively working on curb ramp updates within the intersection. The curb ramp updates on the north and south sides of the Webster Avenue intersection may not be performed concurrently.

**Notification and Access**

Coordinate with local officials, emergency responders, local residents, and school districts concerning construction operations and scheduling prior to construction.

Provide 24-hour contract information, including current telephone number(s), to the engineer, local officials, and emergency responders in the event a safety hazard develops. Repair, replace, or restore the damaged or disturbed traffic control devices within two hours from the time notified.

Maintain access for local, business, school district, and emergency service vehicle traffic at all times. Maintain reasonable access to all private driveways, field entrances, and commercial entrances at all times. When construction operations will temporarily restrict access to a property or change existing access to a property, coordinate with the owner or resident at least 48 hours prior to the work.

**Wisconsin Lane Closure System Advance Notification**

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

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

| **Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)** | **MINIMUM NOTIFICATION** |
|---|---|
| Lane and shoulder closures | 7 calendar days |
| Full roadway closures | 7 calendar days |
| Ramp closures | 7 calendar days |
| Detours | 7 calendar days |
| **Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)** | **MINIMUM NOTIFICATION** |
| 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.

**Portable Changeable Message Signs - Message Prior Approval**

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at 920-366-8033 (secondary contact number is 920-360-3107) 3 business days before deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

PCMS boards must be deployed 7 days before the closure of STH 21, STH 116, CTH FF/Reighmoor Rd, and Sand Pit Road.

ner-643-035 (20171213)

## 5. Holiday and Special Event Work Restrictions.

Do not haul materials of any kind along or across any portion of the highway carrying IH 41, STH 21, and STH 116 traffic, during the following holiday and special event periods:

- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026, Memorial Day;
- From noon Friday, July 3, 2026 to 6:00 AM Monday, July 6, 2026, Independence Day;
- From noon Friday, September 4, 2026 to 6:00 AM Tuesday, September 8, 2026, Labor Day.

## 6. Utilities.

This contract comes 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-107-065 (20240703)

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

**6180-30-71**

**Alliant Energy** has underground **gas** facilities within the project limits. No conflicts anticipated.

**Alliant Energy** has underground and overhead **electric** facilities within the project limits. Alliant will relocate the following prior to construction:

- Station 26+08-26+09 RT: Pole to be relocated 7-10’ east. Station 25+74 LT: Pole to be relocated 10’ east to accommodate space for new guy/anchor.
- Station 47+77-47+48 RT: Pole to be relocated 5-7’ east, and 1’ north. Station 47+79-47+80 RT: Guy/wire to be relocated in conjunction with pole relocate.

**AT&T Wisconsin** has underground and overhead **communication** facilities within the project limits. AT&T will shift a telephone pedestal 1’ north at Station 43+18-43+19 LT prior to construction.

AT&T will adjust its vault at Station 4+28-4+29 RT to final grade during construction requiring one working day to complete. Provide advance notice after rough grading is completed but prior to beginning final grading, and when the site will be available to the utility owner.

**ATC Management, Inc.** has overhead **electric transmission** facilities within the project limits. No conflicts are anticipated.

**City of Omro Water & Sewer Utility** has underground **sanitary sewer** facilities within the project limits. Adjust manholes to match new finished grade in accordance with the requirements of Adjusting Sanitary Manholes.

**City of Omro Water & Sewer Utility** has underground **water** facilities within the project limits. The City of Omro will relocate the following during construction, with an anticipating start date of May 1, 2026 requiring 5 working days to complete:

- Station 4+98: Relocate hydrant southwest outside of sidewalk construction.
- Station 30+91: Relocate hydrant to north side of sidewalk and west of current location.

- Station 34+56: Relocate hydrant northeast behind pedestrian curb.

Adjust water valves during construction to match new finished grade in accordance with the requirements of Adjusting Water Valves.

**Spectrum** has underground and overhead **communication** facilities within the project limits. Spectrum will transfer existing overhead facilities to relocated Alliant poles prior to construction.

Spectrum will discontinue in place existing buried facilities from Station 199+95 RT (STH 21) to 517+25 LT (Reighmoor Rd/CTH FF). Spectrum will bore 560 feet of new 2" conduit/cable at 78 inches below existing grade, 2 feet from right of way starting at Station 516+55. Spectrum will install 3 new pedestals at Station 199+95 LT along STH 21, and Stations 515+30 LT and 517+25 LT along Reighmoor Rd/CTH FF. This work will be completed prior to construction.

From Station 199+95 RT (STH 21) to Station 500+03 LT (CTH FF/Reighmoor Rd), Spectrum will bore 980 feet of new 2" conduit/cable at 48 inches below existing ground, 2 feet from right of way. Existing aerial facilities at Stations 510+45 LT, 508+40 LT, 506+30 LT, 504+28 LT and 502+28 LT will be removed. This work will be completed prior to construction.

**Wisconsin Public Service Corporation (WPS)** has overhead **electric** facilities within the project limits. No conflicts anticipated.

**Wisconsin Public Service Corporation (WPS)** has an underground **gas** facilities within the project limits. No conflicts anticipated.

**6180-30-72**

**Alliant Energy** has underground **gas** facilities within the project limits. Alliant will relocate the following prior to construction:

- Station 200+00-208+00 LT: Gas main from station 404+75 to 411+50 LT to be relocated along edge of new right of way.
- Station 507+00-513+00: Gas main from Station 505+25 to 513+78 RT to be relocated along right of way. Gas services at Stations 509+30 and 510+91 to be relocated due to elevation changes.
- Station 513+00 to 520+50 RT: Gas main to be relocated from Station 513+78 to 520+50 RT. Services at Station 514+37 to 515+84 to be replaced due to elevation changes.

**Alliant Energy** has underground and overhead **electric** facilities within the project limits. Alliant will relocate the following prior to construction:

- Station 504+00 to 511+00 LT: Underground electric to be buried from Station 500+25 to 511+65 LT following edge of west right of way. Poles in conflict between Stations to be removed. One additional pole to be installed at Station 511+65 LT.
- Station 510+45 to 510+55 RT: Pole and span guy to be removed. Guy wire to be removed.
- Station 513+00 to 520+50 RT: Underground electric to be buried from Station 511+43 to 520+89 RT. Pole in conflict between Stations to be removed.

**AT&T Wisconsin** has underground and overhead **communication** facilities within the project limits. AT&T will relocate underground fiber optic and telephone lines at the following locations prior to construction to not conflict with the highway improvement project:

- From Station 199+50 to 200+00
- From Station 252+50 to 261+50 LT
- From Station 256+00 to 260+00 LT
- From Station 504+00 to 511+00 LT
- From Station 508+00 to 510+50 RT
- From Station 508+00 to 513+00 LT
- From Station 513+00 to 520+50 LT
- From Station 514+00 to 520+50 RT

**Spectrum** has underground and overhead **communication** facilities within the project limits. Spectrum will transfer existing overhead facilities to relocated Alliant poles prior to construction.

Spectrum will discontinue in place existing buried facilities from Station 199+95 RT (STH 21) to 517+25 LT (Reighmoor Rd/CTH FF). Spectrum will bore 560 feet of new 2" conduit/cable at 78 inches below existing grade, 2 feet from right of way starting at Station 516+55. Spectrum will install 3 new pedestals

at Station 199+95 LT along STH 21, and Stations 515+30 LT and 517+25 LT along Reighmoor Rd/CTH FF. This work will be completed prior to construction.

From Station 199+95 RT (STH 21) to Station 500+03 LT (CTH FF/Reighmoor Rd), Spectrum will bore 980 feet of new 2" conduit/cable at 48 inches below existing ground, 2 feet from right of way. Existing aerial facilities at Stations 510+45 LT, 508+40 LT, 506+30 LT, 504+28 LT and 502+28 LT will be removed. This work will be completed prior to construction.

**6180-30-73**

**Alliant Energy** has underground **gas** facilities within the project limits. Alliant will relocate the following prior to construction:

- Station 253+50 to 260+00 LT: Gas main from Station 358+00 to 364+25 LT to be relocated 5' north of existing main from Station 361+00 to 364+25 LT.
- Station 600+00 to 603+50 LT: Gas main to be relocated from 600+00 to 606+21 LT.
- Station 604+50 to 610+50 LT: Gas main to be relocated from 606+35 to 610+00 LT.

**Alliant Energy** has underground and overhead **electric** facilities within the project limits. Alliant will relocate the following prior to construction:

- Station 602+50 to 602+75 LT: Pole to relocated 28' north and 8' west.
- Station 602+75 to 603+00 RT: Pole to be relocated 12' east and 4' north. New overhead electric wire and span guy to be installed to new pole including associated anchoring. Span guy and overhead wire to come from pole at Station 602+88 LT.
- Station 606+50 to 611+50 LT: Alliant to bury underground electric from pole at Station 604+10 LT to 611+00 LT. New pole with associated anchoring to be installed at Station 611+00 LT.
- Station 601+57 LT: Install new pole.
- Station 601+57 RT: Install new pole. Span guy from this pole to be installed along with associated anchoring.

**AT&T Wisconsin** has underground and overhead **communication** facilities within the project limits. AT&T will relocate underground fiber optic and telephone lines at the following locations prior to construction:

- From Station 600+00 to 603+50 LT
- From Station 600+00 to 603+00 RT
- From Station 602+50 to 603+50 RT
- From Station 604+00 to613+00 RT
- From Station 604+50 to 610+00 LT

**Spectrum** has underground and overhead **communication** facilities within the project limits. Spectrum will transfer existing overhead facilities to relocated Alliant poles prior to construction.

Spectrum will discontinue in place existing buried facilities from Station 199+95 RT (STH 21) to 517+25 LT (Reighmoor Rd/CTH FF). Spectrum will bore 560 feet of new 2" conduit/cable at 78 inches below existing grade, 2 feet from right of way starting at Station 516+55. Spectrum will install 3 new pedestals at Station 199+95 LT along STH 21, and Stations 515+30 LT and 517+25 LT along Reighmoor Rd/CTH FF. This work will be completed prior to construction.

From Station 199+95 RT (STH 21) to Station 500+03 LT (CTH FF/Reighmoor Rd), Spectrum will bore 980 feet of new 2" conduit/cable at 48 inches below existing ground, 2 feet from right of way. Existing aerial facilities at Stations 510+45 LT, 508+40 LT, 506+30 LT, 504+28 LT and 502+28 LT will be removed. This work will be completed prior to construction.

**Wisconsin Public Service Corporation (WPS)** has overhead **electric** facilities within the project limits. No conflicts anticipated.

**Wisconsin Public Service Corporation (WPS)** has an underground **gas** facility within the project limits. No conflicts anticipated.

## 7. Work by Others.

At the intersections of STH 21 & CTH FF and STH 21 & Sand Pit Road the Wisconsin Department of Transportation Northeast Region Electrical Unit, (920) 360-4749, will perform the following work:

- Provide and install the lighting control cabinet
- Terminate all electrical wire in the lighting control cabinet

At the intersections of STH 21 & Oakwood and STH 21 & Westhaven, the Wisconsin Department of Transportation Northeast Region Electrical Unit, (920) 366-7521, will perform the following work:

- Terminate all electrical wire in the signal control cabinet
- Remove existing signal cabinet

At the intersection of STH 21 & Leonard Point Road the Wisconsin Department of Transportation Northeast Region Electrical Unit, will perform the following work:

- Remove existing flasher cabinet, poles, and transformer/pedestal bases
- Provide and install the lighting control cabinet
- Terminate all electrical wire in the lighting control cabinet

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

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website:

https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230629)

## 9. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – 6180-30-71.

The calculated land disturbance for the project site is 0.65 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 Bill Bertrand at (920) 360-3124. 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.

stp-107-056 (20250108)

## 10. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – 6180-30-72.

The calculated land disturbance for the project site is 7.66 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 Bill Bertrand at (920) 360-3124. 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.

stp-107-056 (20250108)

## 11. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – 6180-30-73.

The calculated land disturbance for the project site is 6.66 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 Bill Bertrand at (920) 360-3124. 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.

stp-107-056 (20250108)

## 12. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – 6180-31-71.

The calculated land disturbance for the project site is 6.00 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 Bill Bertrand at (920) 360-3124. 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.

stp-107-056 (20250108)

## 13. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters.

Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

## 14. Archaeological Site.

Omro Union/Junction Cemetery site is located approximately Sta 226+00 LT – Sta 231+00 LT within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

Use of a hydrovac is not permitted within the boundaries of the human burial site.

stp-107-220 (20180628)

## 15. Construction Over or Adjacent to Navigable Waters.

The Spring Brook and the tributaries to Lake Butte des Morts are classified as state navigable waterways under standard spec 107.19.

stp-107-060 (20171130)

## 16. Notice to Contractor – Utilities.

**Aurora Medical Center of Oshkosh, Incorporated** has private **sanitary sewer** crossing STH 21 on the east side of Westhaven Drive and crossing Westhaven Drive on the south side of STH 21. No conflicts with the sanitary sewer are anticipated.

**Algoma Sanitary District #1-Sanitary** will adjust the two manhole covers on Westhaven Drive to match the new finished pavement elevation concurrent with construction for Aurora Medical Center of Oshkosh, Incorporated.

Algoma Sanitary District #1-Water has an existing 12” PVC watermain, that was installed in 2024, that is crossing STH 21 at Station 325’EB’+25, with an existing hydrant, covered by an aesthetic boulder, along the existing right of way at Station 325’EB’+50, RT. No conflicts are anticipated with these facilities.

**Oshkosh Area School District (OASD)** has underground **communication facilities** crossing STH 21 at station 392+20. No conflicts are anticipated.

## 17. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

John Roelke, License Number AII-119523, inspected Structure B-70-0105 for asbestos on March 17, 2021. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Bill Bertrand (920) 360-3124; William.bertrand@dot.wi.gov.

stp-107-127 (20220628)

## 18. Notice to Contractor – Electronic Load Tickets.

*Replace standard spec 109.1.4.3 (1) with the following:*

(1) Submit an electronic ticket for each load of material for the following bid items:

- 460.6224 HMA Pavement 4 MT 58-28 S
- 460.7223 HMA Pavement 3 HT 58-28 S
- 460.7424 HMA Pavement 4 HT 58-28 H

Include the information as specified in 109.1.4.2 on each electronic ticket. If there is a failure in the electronic ticket system, provide a printed ticket for each load of material as a substitute for electronic tickets.

stp-107-230 (20250108)

## 19. 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 department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

## 20. QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.2000.S.

### A Description

(1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.

(2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.

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

http://wisconsindot.gov/rdwy/cmm/cm-08-00toc.pdf

(4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed: above at least 16 inches of subgrade improvement, 12 inches of subgrade improvement and geogrid or QMP subgrade provisions, between shoulder hinge points and lower than mainline pavement. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, individual ramps less than 1500 feet, passing lanes less than 1500 feet, tapers, turn lanes,

and other undefined locations are exempt from the compaction and density requirement modifications and testing contained within this special provision.

**B (Vacant)**

**C Construction**

**C.1 General**

(1) The engineer shall approve the grade before placement of the base. Approval of the grade shall be in accordance with applicable provisions of the standard specifications.

*Add the following to standard spec 305.3.2.2:*

(3) For 1 1/4-Inch dense graded base composed of < or = 20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor must determine the material target density in accordance with:

Method 1: Maximum dry density in accordance with AASHTO T-180, Method D, with correction for coarse particles and modified to require determination of Bulk Specific Gravity (Gm) in accordance with AASHTO T 85. Bulk Specific Gravities determined in accordance with standard spec 106.3.4.2.2 for aggregate source approval may be utilized.

(4) For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options to determine the material target density:

Method 2: Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity ($G_m$) in accordance with AASHTO T 85.

Method 3: Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity ($G_m$) in accordance with AASHTO T 85.

Method 4: Average of 10 random control strip wet density measurements as described in section C.2.5.1.

(5) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density for methods 1, 2 and 3. Compact 1 ¼-inch dense graded base to a minimum of 96% of the material target density for method 4. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.

(6) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a lot basis.

(7) Field density tests on materials using contractor elected target density methods 3 or 4 will not be considered for lot acceptance on the basis of compaction under the requirements of this provision until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively. Determine moisture content using AASHTO T255 as modified in CMM chapter 8 or a nuclear density gauge. If conducting AASHTO T255, sample materials after watering but before compaction.

**C.2 Quality Management Program**

**C.2.1 Quality Control Plan**

(1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.

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

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.

4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. Lot layout and random test location plan.
8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

### C.2.1 Pre-Placement Meeting

A minimum of two weeks before placement of Base Aggregate Dense 1 1/4-Inch material, hold a pre-placement meeting at a mutually agreed upon time and location. Present the Quality Control Plan at the meeting. Attendance at the pre-placement meeting is mandatory for the project superintendent, quality control manager, project inspection and testing staff, all appropriate contractor personnel involved in the sampling, testing, and quality control including subcontractors, and the engineer or designated representatives.

### C.2.2 Personnel

(1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the Department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing. Adhere to the minimum required certifications for aggregate testing per part 7 of the standard specification. AASHTO T180 proctor testing requires a minimum certification level of AGGTEC-1.

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

### C.2.3 Equipment

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

(2) Furnish nuclear gauges from the department's approved product list at:

http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/default.aspx

(3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

(4) For all target density methods, conform to AASHTO T310 and CMM 8-15 for wet density testing and gauge monitoring methods.

(5) For the specified target density determined using method 1 in section C.1, compute the dry densities for the compacted dense graded base, composed of < or = 20% RAP or RCA, according to AASHTO T310.

(6) For contractor elected target density method 2 in section C.1, compute dry densities of dense graded base composed of >20% RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required. Conduct a moisture bias test for every 7500 feet of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.

(7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for at least one minute of nuclear gauge count time.

### C.2.5 Contractor Testing

(1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8-15 for testing and gauge monitoring methods.

(2) Select test sites randomly using ASTM Method D3665. Random numbers may be determined using an electronic random number generator. Guidance for determining test locations can be found in section 8-30.9 of the Construction and Materials Manual (CMM). Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

(3) When a density target is determined in accordance methods 3 or 4 in section C.1, conduct density testing on same date of final compaction.

#### C.2.5.1 Contractor Required Quality Control (QC) Testing

(1) Conduct testing at a minimum frequency of one test per lot. A lot is 1500 feet for each layer with a maximum width of 18 feet, minimum width of 6 feet, and minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed. Each lot of compacted Base Aggregate Dense 1 1/4-Inch material, as defined by A.(4), will be accepted when the lot field density meets the required minimum density. Lots that don't achieve density requirements must be addressed and approved in accordance with C.2.7.

(2) Add separate lots for passing lanes and individual ramps greater than 1500 feet.

(3) Combine partial lots less than 750 feet with the previous lot. Partial lots greater than or equal to 750 feet are standalone lots.

(4) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions in accordance with C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

#### C.2.5.1.1 Target Density Determination

#### C.2.4.1.1.1 Maximum Wet and/or Dry Density Methods

(1) For contractor elected target density methods 2 and 3 in section C.1, and contractually specified target density method 1 in section C.1; perform one gradation and 5-point Proctor test before placement of 1 ¼-Inch dense graded base. Perform additional gradations every 3000 tons in accordance with standard spec 305 and 730. If sampling requirements are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.

(2) Perform additional 5-point Proctor tests, at a minimum, when:

1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
2. The source of base aggregate changes.
3. Percent target density exceeds 103.0% on two consecutive density tests.

(3) Provide Proctor test results to the engineer within two business days of sampling. Provide gradation test results to the engineer within one business day of sampling.

(4) Split each contractor QC Proctor sample and identify it according to CMM 8-30. Deliver the split to the engineer within one business day for department QV Proctor testing.

(5) Split each non-Proctor contractor QC sample and identify it according to CMM 8-30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

#### C.2.5.1.1.2 Density Control Strip Method

(1) For contractor elected target density method 4 in section C.1, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel. For blended material, reprocessed material and crushed concrete, perform additional gradations every 3000 tons in accordance with standard spec 305 and 730. If sampling frequencies are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.

(2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.

(3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.

(4) Construct additional control strips, at a minimum, when:

1. The source of base aggregate changes.

2. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
3. The layer thickness changes more than 2.0 inches.
4. The percent target density exceeds 103.0% on two consecutive density measurements.

(5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4–Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.

(6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations. Subsequent density measurements will be taken at the same 3 locations. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

(7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the 3 marked locations. Continue compacting and testing until the increase in wet density measurements are less than 2.0 $lb/ft^3$, or the density measurements begin to decrease.

(8) Upon completion of control strip compaction, take 10 randomly located wet density measurements within the limits of the control strip. The final measurements recorded at the 3 locations under article C.2.4.1.1.2 may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected method 4 in section C.1. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

### C.2.6 Department Testing

#### C.2.6.1 General

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

(2) When a density target is determined in accordance methods 3 and 4 in section C.1, conduct density testing on same date of final compaction.

#### C.2.6.2 Quality Verification (QV) Testing

(1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

(2) The department will conduct QV tests at the minimum frequency of 20% of the required gradation, density and Proctor contractor tests.

(3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section C.2.6.2(7).

(4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. Sampling for gradation may be done independently of nuclear density tests, before watering and before compacting. The department will split each QV sample, test half for QV, and retain the remaining half for 10 calendar days.

(5) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

(6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected target density method 4 in section C.1 is used.

(7) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions in accordance with C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

### C.2.6.3 Independent Assurance (IA)

(1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Requesting that testing personnel perform additional sampling and testing.

(2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.6.4.

### C.2.6.4 Dispute Resolution

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

(2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

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

### C.2.7 Corrective Action

(1) Lots not achieving the minimum density requirements may be addressed and accepted for compaction in accordance with the requirements of this section. Unless directed by the engineer, corrective actions taken to address an unacceptable lot must be applied to the entire lot corresponding to the non-conforming test.

(2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings in accordance with ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.

(3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2 and 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4–Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft$^3$ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft$^3$, the lot is accepted as satisfying the compaction requirements of this provision.

(4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2, or 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1 and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of

geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.

1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft$^3$ in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft$^3$, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds the minimum density requirement defined in section C.1, the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve the minimum density requirement defined in section C.1, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft$^3$ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft$^3$, the lot is accepted as satisfying the compaction requirements of this provision.

(5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods 1, 2 or 3 in section C.1; or in excess of 2.0 percentage points above or below the target moisture content for target density method 4 in section C.1; shall receive contractor performed and documented corrective action; including additional density testing.

(6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until the minimum density requirement is achieved or an alternate compaction acceptance criteria is met in accordance with this section.

(7) Field moisture contents of materials tested using contractor elected target density methods 3 or 4 in section C.1 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods 3 or 4 in section C.1 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

**D Measurement**

(1) The department will measure the QMP Base Aggregate Dense 1 1/4-Inch Compaction bid item by each lot, acceptably completed per C.2.5.1.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| 371.2000.S | QMP Base Aggregate Dense 1 1/4-Inch Compaction | EACH |

(2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.

(3) The department will pay for additional tests directed by the engineer. One engineer directed test is equal to one acceptably completed lot of the QMP Base Aggregate Dense 1 1/4 -Inch Compaction bid item. The department will not pay for additional corrective action tests required due to unacceptable material.

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## 21. QMP HMA Pavement Nuclear Density.

**A Description**

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

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

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

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

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

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

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

http://www.atwoodsystems.com/

## B Materials

### B.1 Personnel

(1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 815.

### B.2 Testing

(1) Conform to WTM T355 and CMM 815 for density testing and gauge monitoring methods. Conform to CMM 815.10.4 for test duration and gauge placement.

### B.3 Equipment

#### B.3.1 General

(1) Furnish nuclear gauges according to CMM 815.2.

(2) Furnish nuclear gauges from the department's approved product list at

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

#### B.3.2 Comparison of Nuclear Gauges

##### B.3.2.1 Comparison of QC and QV Nuclear Gauges

(1) Compare QC and QV nuclear gauges according to WTM T355.

##### B.3.2.2 Reference Site Monitoring

(1) Conduct reference site monitoring for both QC and QV gauges according to WTM T355.

### B.4 Quality Control Testing and Documentation

#### B.4.1 Lot and Sublot Requirements

##### B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

(1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.

(2) Determine required number of tests according to CMM 815.10.2.1.

(3) Determine random testing locations according to CMM 815.10.3.

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

(1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.

(2) Determine required number of tests according to CMM 815.10.2.2.

(3) Determine random testing locations according to CMM 815.10.3.

#### B.4.2 Pavement Density Determination

##### B.4.2.1 Mainline Traffic Lanes and Appurtenances

(1) Calculate the average sublot densities using the individual test results in each sublot.

(2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.

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

#### B.4.2.2 Mainline Shoulders

##### B.4.2.2.1 Width Greater Than 5 Feet

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

##### B.4.2.2.2 Width of 5 Feet or Less

(1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.

(2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

#### B.4.2.4 Documentation

(1) Document QC density test data as specified in CMM 815. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

### B.4.3 Corrective Action

(1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.

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

(3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.

(4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.

(5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.

(6) If two consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## B.5 Department Testing

### B.5.1 Verification Testing

(1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.

(2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.

(3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.

(4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft$^3$ of the QC sublot average, use the QC tests for acceptance.

(5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft$^3$ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft$^3$, use the original QC tests for acceptance.

(6) If the QV and QC sublot averages differ by more than 1.0 lb/ft$^3$ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

**B.5.2 Independent Assurance Testing**

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

**B.6 Dispute Resolution**

(1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.

(2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.

(3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.

(4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

**B.7 Acceptance**

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

**C (Vacant)**

**D (Vacant)**

**E Payment**

**E.1 QMP Testing**

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

**E.2 Disincentive for HMA Pavement Density**

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

**E.3 Incentive for HMA Pavement Density**

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

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## 22. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S; HMA Percent Within Limits (PWL) Test Strip Density, Item 460.0110.S.

### A Description

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for contracts constructed under HMA Percent Within Limits (PWL) QMP. A density test strip is required for each pavement layer placed over a specific, uniform underlying material, unless specified otherwise in the plans. Each contract is restricted to a single mix design per mix type per layer (e.g., upper layer and lower layer may have different mix type specified or may have the same mix type with different mix designs). Each mix design requires a separate test strip. Density and volumetrics testing will be conducted on the same test strip whenever possible.

Perform work according to standard spec 460 and as follows.

### B Materials

Use materials conforming to HMA Pavement Percent Within Limits (PWL) QMP special provision.

### C Construction

#### C.1 Test Strip

Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. If the contractor fails to begin paving within 2 hours of the submitted start time, the test strip is delayed, and the department will assess the contractor $2,000 for each instance according to Section E of this document. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

On the first day of production for a test strip, produce approximately 750 tons of HMA. (Note: adjust tonnage to accommodate natural break points in the project.) Locate test strips in a section of the roadway to allow a representative rolling pattern (i.e. not a ramp or shoulder, etc.).

#### C.1.1 Sampling and Testing Intervals

##### C.1.1.1 Volumetrics

Laboratory testing will be conducted from a split sample yielding three components, with portions designated for QC (quality control), QV (quality verification), and retained.

During production for the test strip, obtain sufficient HMA mixture for three-part split samples from trucks prior to departure from the plant. Collect three split samples during the production of test strip material. Perform sampling from the truck box and three-part splitting of HMA according to WTM R47. These three samples will be randomly selected by the engineer from each *third* of the test strip tonnage (T), excluding the first 50 tons:

| Sample Number | Production Interval (tons) |
|---|---|
| 1 | 50 to 1/3 T |
| 2 | 1/3 T to 2/3 T |
| 3 | 2/3 T to T |

##### C.1.1.2 Density

Required field tests include contractor QC and department QV nuclear density gauge tests and pavement coring at ten individual locations (five in each half of the test strip length) according to Appendix A: *Test Methods and Sampling for HMA PWL QMP Projects*. Both QV and QC teams shall have two nuclear density gauges present for correlation at the time the test strip is constructed. QC and QV teams may wish to scan with additional gauges at the locations detailed in Appendix A, as only gauges used during the test strip correlation phase will be allowed.

#### C.1.2 Field Tests

##### C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to WTM T355 shall be completed prior to the day of test strip construction. Daily

standardization of gauges on reference blocks and a project reference site shall be performed according to WTM T355. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

The contractor is responsible for coring the pavement from the footprint of the density tests and filling core holes according to Appendix A. Coring and filling of pavement core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Testing of cores shall be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take possession of cores following laboratory testing and will be responsible for any verification testing at the discretion of the engineer.

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft$^3$. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft$^3$. If no PWL production QV volumetric test is to be taken in a density-only test strip, a non-random QV test will be taken according to 460.2.8.3.1.4 as modified in HMA Pavement Percent Within Limits (PWL) QMP and if non-conforming to C.2.1 herein, follow corrective action outlined in 460.2.8.2.1.7(4) as modified in HMA Pavement Percent Within Limits (PWL) QMP.

Exclusions such as shoulders and appurtenances shall be tested and reported according to CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. However, unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.

### C.1.3 Laboratory Tests

#### C.1.3.1 Volumetrics

Obtain random samples according to C.1.1.1 and Appendix A. Perform tests the same day as taking the sample.

Theoretical maximum specific gravities of each mixture sample will be obtained. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

### C.2 Acceptance

#### C.2.1 Volumetrics

Produce mix conforming to the following limits based on individual QC and QV test results (tolerances based on most recent JMF):

| ITEM | ACCEPTANCE LIMITS |
|---|---|
| Percent passing given sieve: | |
| 37.5-mm | +/- 8.0 |
| 25.0-mm | +/- 8.0 |
| 19.0-mm | +/- 7.5 |
| 12.5-mm | +/- 7.5 |
| 9.5-mm | +/- 7.5 |

| | |
|---|---|
| 2.36-mm | +/- 7.0 |
| 75-µm | +/- 3.0 |
| Asphaltic content in percent[1] | - 0.5 |
| Air Voids | -1.5 & +2.0 |
| VMA in percent[2] | - 1.0 |
| Maximum specific gravity | +/- 0.024 |

[1] Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction.

[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

Calculation of air voids shall use either the QC, QV, or retained split sample test results, as identified by conducting the paired t-test with the WisDOT PWL Test Strip Spreadsheet.

If QC and QV test results do not correlate as determined by the split sample comparison, the retained split sample will be tested by the department's AASHTO accredited laboratory and HTCP certified personnel as a referee test. Additional investigation shall be conducted to identify the source of the difference between QC and QV data. Referee data will be used to determine material conformance and pay.

### C.2.2 Density

Compact all layers of test strip HMA mixture according to Table 460-3.

Nuclear density gauges are acceptable for use on the project only if correlation is completed for that gauge during the time of the test strip and the department issues documentation of acceptance stating the correlation offset value specific to the gauge and mix design. The offset is not to be entered into any nuclear density gauge as it will be applied by the department-furnished Field Density Worksheet.

### C.2.3 Test Strip Approval and Material Conformance

All applicable laboratory and field testing associated with a test strip shall be completed prior to any additional mainline placement of the mix. All test reports shall be submitted to the department upon completion and approved before paving resumes. The department will notify the contractor within 24 hours from start of test strip regarding approval to proceed with paving unless an alternate time frame is agreed upon in writing with the department. The 24-hour approval time includes only working days as defined in standard spec 101.3.

The department will evaluate material conformance and make pay adjustments based on the PWL value of air voids and density for the test strip. The QC core densities and QC and QV mix results will be used to determine the PWL values as calculated according to Appendix A.

The PWL values for air voids and density shall be calculated after determining core densities. An approved test strip is defined as the individual PWL values for air voids and density both being equal to or greater than 75, mixture volumetric properties conforming to the limits specified in C.2.1, and an acceptable gauge-to-core correlation. Further clarification on PWL test strip approval and appropriate post-test strip actions are shown in the following table:

PWL TEST STRIP APPROVAL AND MATERIAL CONFORMANCE CRITERIA

| PWL VALUE FOR AIR VOIDS AND DENSITY | TEST STRIP APPROVAL | MATERIAL CONFORMANCE | POST-TEST STRIP ACTION |
|---|---|---|---|
| Both PWL $\geq$ 75 | Approved[1] | Material paid for according to Section E | Proceed with Production |
| 50 $\leq$ Either PWL < 75 | Not Approved | Material paid for according to Section E | Consult BTS to determine need for additional test strip |
| Either PWL < 50 | Not Approved | Unacceptable material removed and replaced or paid for at 50% of the contract unit price according to Section E | Construct additional Volumetrics or Density test strip as necessary |

[1] In addition to these PWL criteria, mixture volumetric properties must conform to the limits specified in C.2.1, split sample comparison must have a passing result and an acceptable gauge-to-core correlation must be completed.

A maximum of two test strips will be allowed to remain in place per pavement layer per contract. If material is removed, a new test strip shall replace the previous one at no additional cost to the department. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor $2,000 for the additional test strip according to Section E of this special provision. For simultaneously conducted density and volumetric test strip components, the following must be achieved:

i. Passing/Resolution of Split Sample Comparison
ii. Volumetrics/mix PWL value $\geq$ 75
iii. Density PWL value $\geq$ 75
iv. Acceptable correlation

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) & (ii), while density must accomplish (iii) & (iv). If any applicable criteria are not achieved for a given test strip, the engineer, with authorization from the department's Bureau of Technical Services, will direct an additional test strip (or alternate plan approved by the department) be conducted to prove the criteria can be met prior to additional paving of that mix. For a density-only test strip, determination of mix conformance will be according to main production, i.e., HMA Pavement Percent Within Limits (PWL) QMP special provision.

**D Measurement**

The department will measure HMA Percent Within Limits (PWL) Test Strip as each unit of work, acceptably completed as passing the required air void, VMA, asphalt content, gradation, and density correlation for a Test Strip. Material quantities shall be determined according to standard spec 450.4 and detailed here within.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| 460.0105.S | HMA Percent Within Limits (PWL) Test Strip Volumetrics | EACH |
| 460.0110.S | HMA Percent Within Limits (PWL) Test Strip Density | EACH |

These items are intended to compensate the contractor for the construction of the test strip for contracts paved under the HMA Pavement Percent Within Limits QMP article.

Payment for HMA Percent Within Limits (PWL) Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing, and for the proper labeling, handling, and retention of the split samples.

Payment for HMA Percent Within Limits (PWL) Test Strip Density is full compensation for collecting and measuring of pavement cores, acceptably filling core holes, providing of nuclear gauges and operator(s), and all other work associated with completion of a core-to-gauge correlation, as directed by the engineer.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in C.1 of this document, the department will assess the contractor $2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department or the mix design is changed by the contractor, the department will assess the contractor $2,000 for each additional test strip (i.e., $2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

Pay adjustment will be calculated using 65 dollars per ton of HMA pavement. The department will pay for measured quantities of mix based on $65/ton multiplied by the following pay adjustment:

**PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY**

| *PERCENT WITHIN LIMITS (PWL)* | *PAYMENT FACTOR, PF (percent of $65/ton)* |
|---|---|
| $\geq$ 90 to 100 | PF = ((PWL – 90) * 0.4) + 100 |
| $\geq$ 50 to < 90 | (PWL * 0.5) + 55 |
| <50 | 50%[1] |

where, PF is calculated per air voids and density, denoted $PF_{air\ voids}$ & $PF_{density}$

[1] Material resulting in PWL value less than 50 shall be removed and replaced, unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density will be according to Table 460-3. Pay adjustment will be determined for an acceptably completed test strip and will be computed as shown in the following equation:

Pay Adjustment = (PF-100)/100 x (WP) x (tonnage) x ($65/ton)*

*Note: If Pay Factor = 50, the contract unit price will be used in lieu of $65/ton and the weighted percentage (WP) will equal 1.0.

The following weighted percentage (WP) values will be used for the corresponding parameter:

| Parameter | WP |
|---|---|
| Air Voids | 0.5 |
| Density | 0.5 |

Individual Pay Factors for each air voids ($PF_{air\ voids}$) and density ($PF_{density}$) will be determined. $PF_{air\ voids}$ will be multiplied by the total tonnage produced (i.e., from truck tickets), and $PF_{density}$ will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lane excluding shoulder) as determined according to Appendix A.

The department will pay incentive for air voids under the following bid item:

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| 460.2005 | Incentive Density PWL HMA Pavement | DOL |
| 460.2010 | Incentive Air Voids HMA Pavement | DOL |

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

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## 23. HMA Pavement Percent Within Limits (PWL) QMP.

### A Description

This special provision describes percent within limits (PWL) pay determination, providing and maintaining a contractor Quality Control (QC) Program, department Quality Verification (QV) Program, required sampling and testing, dispute resolution, corrective action, pavement density, and payment for HMA pavements. Pay is determined by statistical analysis performed on contractor and department test results conducted according to the Quality Management Program (QMP) as specified in standard spec 460, except as modified below.

### B Materials

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density articles at no additional cost to the department.

*Replace standard spec 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater with the following:*

#### 460.2.8.2.1.3.1 Contracts under Percent within Limits

(1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.

(2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the sublot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.

(3) Perform sampling from the truck box according to WTM R97 and four-part splitting of HMA samples according to WTM R47. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per sublot. All QC samples shall

provide the following: QC, QV, Retained, and Extra. Take possession of the QC and Extra split samples intended for QC testing. The department will observe the splitting and take possession of the QV and Retained split samples intended for QV testing. Additional sampling details are found in Appendix A. Label samples according to WTM R97.

(4) Test the QC split sample using the test methods identified below at a frequency greater than or equal to that indicated. The Extra split sample shall be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QC split sample. The Rule of Retained according to CMM 836.1.2 applies.

- Blended aggregate gradations according to WTM T30.
- Asphalt content (AC) in percent.

  Determine AC using one of the following methods:

  - AC by ignition oven according to WTM T308. If the department is using an ignition oven to determine AC, conform to WTP H-003. If the department is not using an ignition oven to determine AC, IOCFs must still be reverified for any of the reasons listed in WTP H-003 Table 2 and conform to WTP H-003 section 3.
  - AC by chemical extraction according to AASHTO T 164 Method A or B.
  - AC by automated extraction according to WTM D8159.
- Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
- Maximum specific gravity (Gmm) according to WTM T209.
- Air voids ($V_a$) by calculation according to WTM T269.
- Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.

(5) Lot size shall consist of 3,750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three sublot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.

(6) Conduct field tensile strength ratio tests according to WTM T283 on each qualifying mixture according to CMM 836.6.14. Test each full 50,000-ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

*Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.*

*Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:*

**460.2.8.2.1.7 Corrective Action**

(1) Material must conform to the following action and acceptance limits based on individual QC and QV test results (tolerances relative to the JMF used on the PWL Test Strip):

| ITEM | ACTION LIMITS | ACCEPTANCE LIMITS |
|---|---|---|
| Percent passing given sieve: | | |
| 37.5-mm | +/- 8.0 | |
| 25.0-mm | +/- 8.0 | |
| 19.0-mm | +/- 7.5 | |
| 12.5-mm | +/- 7.5 | |
| 9.5-mm | +/- 7.5 | |
| 2.36-mm | +/- 7.0 | |
| 75-µm | +/- 3.0 | |

| | | |
|---|---|---|
| AC in percent | -0.3 | -0.5 |
| Va | | - 1.5 & +2.0 |
| VMA in percent[1] | - 0.5 | -1.0 |

[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

(2) QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

(3) Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer.

(4) For any additional non-random tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop. If the department's non-random test does not conform to the acceptance limits, the retained sample will be tested by the BTS lab. If the BTS results also do not meet the acceptance limits, the material will be considered unacceptable as described in (5) below.

(5) Remove and replace unacceptable material at no additional expense to the department. Unacceptable material is defined as any individual QC or QV tests results outside the acceptance limits or a PWL value < 50. For AC in percent, unacceptable material is defined as any individual QV test result outside of the acceptance limit. The engineer may allow such material to remain in place with a price reduction. The department will pay for such HMA Pavement allowed to remain in place at 50 percent of the contract unit price.

*Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:*

**460.2.8.3.1.2 Personnel Requirements**

(1) The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.

(2) Under departmental observation, a contractor TMS technician shall collect and split samples.

(3) A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.

(4) The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

*Replace standard spec 460.2.8.3.1.4 Department Verification Testing Requirements with the following:*

**460.2.8.3.1.4 Department Verification Testing Requirements**

(1) HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per sublot. All QV samples shall furnish the following: QC, QV, Retained, and Extra. The department will observe the splitting and take possession of the QV, Retained, and Extra split samples intended for QV testing. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in standard spec 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.

(2) The department will verify product quality using the test methods specified here in standard spec 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.

(3) The department will test the QV split sample using the test methods identified below at the frequency indicated. The Extra split sample will be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QV split sample. The Rule of Retained according to CMM 836.1.2 applies. In the event that both the department and contractor's replicate tolerances are exceeded, perform dispute resolution according to 460.2.8.3.1.7(2).

- Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
- Maximum specific gravity (Gmm) according to WTM T209.
- Air voids (Va) by calculation according to WTM T269.
- Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.
- Asphalt Content (AC) in percent determined by ignition oven method according to WTM T308 and conforming to WTP H-003, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to WTM D8159.

(4) The department will randomly test each design mixture at the minimum frequency of one test for each lot.

*Delete standard spec 460.2.8.3.1.6.*

*Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:*

**460.2.8.3.1.7 Data Analysis for Volumetrics**

(1) Analysis of test data for pay determination will be contingent upon QC and QV test results. Statistical analysis will be conducted on Gmm and Gmb test results for calculation of Va. If either Gmm or Gmb analysis results in non-comparable data as described in 460.2.8.3.1.7(2), subsequent testing will be performed for both parameters as detailed in the following paragraph.

(2) The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4$^{th}$ and 5$^{th}$ lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Note: if both QC and QV Va PWL result in a pay adjustment of 102% or greater, dispute resolution testing will not be conducted. Dispute resolution via further investigation is as follows:

[1] The Retained portion of the split from the lot in the analysis window with a QV test result furthest from the QV mean (not necessarily the sublot identifying that variances or means do not compare) will be referee tested for Gmm, Gmb, and Asphalt Content by the bureau's AASHTO accredited laboratory and certified personnel. All previous lots within the analysis window are subject to referee testing and regional lab testing as deemed necessary. Referee test results will replace the QV data of the sublot(s).

[2] Statistical analysis will be conducted with referee test results replacing QV results.

i. If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.

ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested for Gmm, Gmb, and Asphalt Content by the department's regional lab for the remaining 4 sublots of the lot which the F- and t-tests indicate non-comparable datasets. The department's regional lab and the referee test results will be used for PWL and pay factor/adjustment calculations. Upon the second instance of non-comparable variance or means and for every instance thereafter, the department will assess a pay reduction for the additional testing of the remaining 4 sublots at $2,000/lot under the HMA Regional Lab Testing administrative item.

[3] The contractor may choose to dispute the regional test results on a lot basis within 7 days after receiving the results from the region. In this event, the retained portion of each sublot will be referee tested by the department's AASHTO accredited laboratory and certified personnel. The referee Gmm and Gmb test results will supersede the regional lab results for the disputed lot.

i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.

ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at $2,000/lot under the Referee Testing administrative item.

(3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.

(4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture data, and inspecting the completed pavement according to the standard spec, this special provision, and accompanying Appendix A.

(5) Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel and those test results used for analysis. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

*Delete standard spec 460.2.8.3.1.8 Corrective Action.*

**C Construction**

*Replace standard spec 460.3.3.2 Pavement Density Determination with the following:*

**460.3.3.2 Pavement Density Determination**

(1) The engineer will determine the target maximum density using department procedures described in WTM T355 and CMM 815. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.

(2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.

(3) A lot is defined as 7,500 lane feet with sublots of 1,500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. Complete three tests randomly per sublot and the department will randomly conduct one QV test per sublot. A partial quantity less than 750 lane feet will be included with the previous sublot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted. Exclusions such as shoulders and appurtenances shall be tested and recorded according to WTM T355 and CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3 or else be subject to disincentives according to 460.5.2.2(5) herein. No density incentive will be applied to shoulders or appurtenances. Offsets will not be applied to nuclear density gauge readings for shoulders or appurtenances. Unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.

(4) The three QC locations per sublot represent the outside, middle, and inside of the paving lane. The QC density testing procedures are detailed in Appendix A.

(5) QV nuclear testing will consist of one randomly selected location per sublot. The QV density testing procedures will be the same as the QC procedure at each testing location and are also detailed in Appendix A.

(6) An HTCP-certified nuclear density technician (NUCDENSITYTEC-I) shall identify random locations and perform the testing for both the contractor and department. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.

(7) For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for material conformance as specified in the standard specification and this special provision. If additional density data identifies unacceptable material, proceed as specified in CMM 815.11.

*Replace standard spec 460.3.3.3 Waiving Density Testing with Acceptance of Density Data with the following:*

**460.3.3.3 Analysis of Density Data**

(1) Analysis of test data for pay determination will be contingent upon test results from both the contractor (QC) and the department (QV).

(2) As random density locations are paved, the data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. A rolling window of 3 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-4, then lots 3-5, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025.

   i. If the F- and t-tests indicate variances and means compare, the QC and QV data sets are determined to be statistically similar and QC data will be used for PWL and pay adjustment calculations.

   ii. If the F- and t-tests indicate variances or means do not compare, the QV data will be used for subsequent calculations.

(3) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.

(4) Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.

   i. Replacement may be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot.

   ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]

   iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 815.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

**D Measurement**

The department will measure the HMA Pavement bid items acceptably completed by the ton, as specified in standard spec 450.4 and as follows in standard spec 460.5, as modified in this special provision.

**E Payment**

*Replace standard spec 460.5.2 HMA Pavement with the following:*

**460.5.2 HMA Pavement**

### 460.5.2.1 General

(1) Payment for HMA Pavement Type LT, MT, and HT mixes is full compensation for providing HMA mixture designs; for preparing foundation; for furnishing, preparing, hauling, mixing, placing, and compacting mixture; for HMA PWL QMP testing and aggregate source testing; for warm mix asphalt additives or processes; for stabilizer, hydrated lime and liquid antistripping agent, if required; and for all materials including asphaltic materials.

(2) If provided for in the plan quantities, the department will pay for a leveling layer, placed to correct irregularities in an existing paved surface before overlaying, under the pertinent paving bid item. Absent a plan quantity, the department will pay for a leveling layer as extra work.

### 460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

(1) Pay adjustments will be calculated using 65 dollars per ton of HMA pavement. The HMA PWL Production Spreadsheet, including data, will be made available to the contractor by the department as soon as practicable upon completion of each lot. The department will pay for measured quantities of mix based on this price multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

**PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY**

| *PERCENT WITHIN LIMITS (PWL)* | *PAYMENT FACTOR, PF (percent of $65/ton)* |
|---|---|
| ≥ 90 to 100 | PF = ((PWL – 90) * 0.4) + 100 |
| ≥ 50 to < 90 | (PWL * 0.5) + 55 |
| <50 | 50%[1] |

where PF is calculated per air voids and density, denoted $PF_{air\ voids}$ & $PF_{density}$.

[1] Any material resulting in PWL value less than 50 shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

(2) For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density shall be according to standard spec Table 460-3.

(3) Pay adjustment will be determined on a lot basis and will be computed as shown in the following equation:

Pay Adjustment = (PF-100)/100 x (WP) x (tonnage) x ($65/ton)*

*Note: If Pay Factor = 50%, the contract unit price will be used in lieu of $65/ton and the weighted percentage (WP) will equal 1.0.

The following weighted percentage (WP) values will be used for the corresponding parameter:

| Parameter | WP |
|---|---|
| Air Voids | 0.5 |
| Density | 0.5 |

(4) Individual Pay Factors for each air voids ($PF_{air\ voids}$) and density ($PF_{density}$) will be determined. $PF_{air\ voids}$ will be multiplied by the total tonnage placed (i.e., from truck tickets), and $PF_{density}$ will be multiplied by the calculated tonnage used to pave the mainline only (i.e., travel lane excluding shoulder) as determined according to Appendix A.

(5) Pay adjustment for shoulders and appurtenances accepted by department testing will be determined on a lot basis. If the lot density is less than the specified minimum in table 460-3, the department will reduce pay based on the contract unit price for the HMA pavement bid item for that lot as follows:

**DISINCENTIVE PAY REDUCTION FOR HMA PAVEMENT DENSITY**

| PERCENT LOT DENSITY BELOW SPECIFIED MINIMUM | PAYMENT FACTOR (percent of contract price) |
|---|---|
| From 0.5 to 1.0 inclusive | 98 |
| From 1.1 to 1.5 inclusive | 95 |
| From 1.6 to 2.0 inclusive | 91 |
| From 2.1 to 2.5 inclusive | 85 |
| From 2.6 to 3.0 inclusive | 70 |
| More than 3.0[1] | ___ |

[1] Remove and replace the lot with a mixture at the specified density. When acceptably replaced, the department will pay for the replaced work at the contract unit price. Alternatively, the engineer may allow the nonconforming material to remain in place with a 50 percent payment factor.

(6) The department will pay incentive for air voids and density under the following bid items:

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| 460.2005 | Incentive Density PWL HMA Pavement | DOL |
| 460.2010 | Incentive Air Voids HMA Pavement | DOL |

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

The department will administer a disincentive under the Disincentive HMA Binder Content administrative item for each individual QV test result indicating asphalt binder content below the Action Limit in 460.2.8.2.1.7 presented herein. The department will adjust pay per sublot of mix at 65 dollars per ton of HMA pavement multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

| AC Binder Relative to JMF | Pay Adjustment / Sublot |
|---|---|
| -0.4% to -0.5% | 75%[1] |
| More than -0.5% | 50%[1] [2] |

[1] Any material resulting in an asphalt binder content more than 0.3% below the JMF AC content will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to automated extraction according to WTM D8159.

[2] Any material resulting in an asphalt binder content more than 0.5% below the JMF AC content shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

Note: PWL value determination is further detailed in the PWL Production Spreadsheet Instructions located in the *Project Info & Instructions* tab of the HMA PWL Production spreadsheet.

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## 24. Appendix A.

**Test Methods & Sampling for HMA PWL QMP Projects**

The following procedures are included with the HMA Pavement Percent Within Limits (PWL) Quality Management Program (QMP) special provision:

- WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip
- WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production
- Sampling for WisDOT HMA PWL QMP
- Calculation of PWL Mainline Tonnage Example

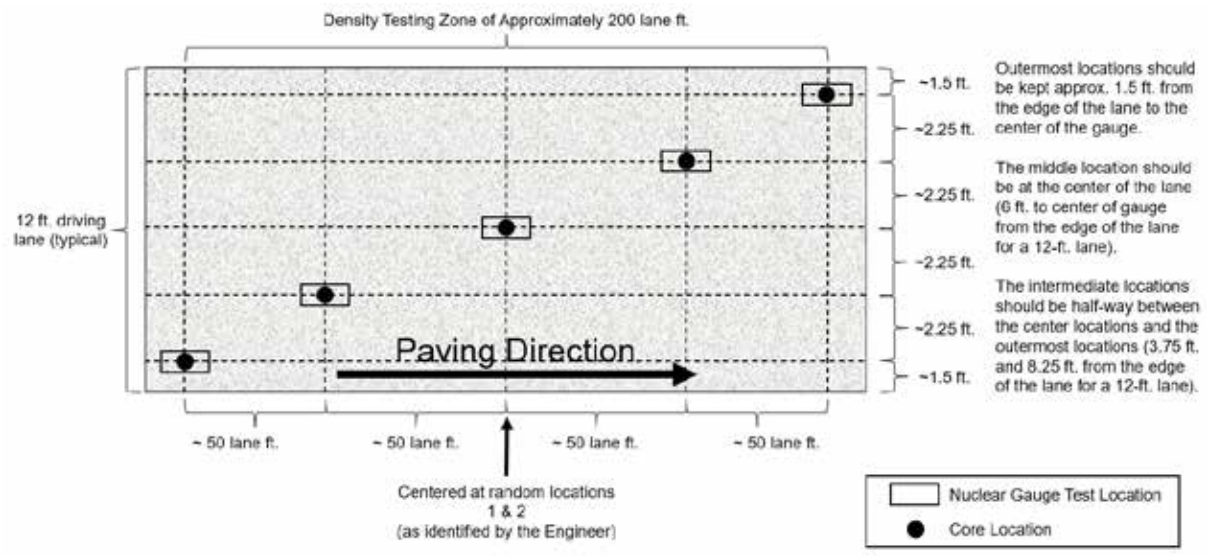



**Figure 1: Nuclear/Core Correlation Location Layout**

The engineer will identify two zones in which gauge/core correlation is to be performed. These two zones will be randomly selected within each *half* of the test strip length. (Note: Density zones shall not overlap and must have a minimum of 100 feet between the two zones; therefore, random numbers may be shifted (evenly) in order to meet these criteria.) Each zone shall consist of five locations across the mat as identified in Figure 1. The following shall be determined at each of the five locations within both zones:

- two one-minute nuclear density gauge readings for QC team*

- two one-minute nuclear density gauge readings for QV team*

- pavement core sample

*If the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge.

The zones are supposed to be undisclosed to the contractor/roller operators. The engineer will not lay out density/core test sites until rolling is completed and the cold/finish roller is beyond the entirety of the zone. Sites are staggered across the 12-foot travel lane, and do not include shoulders. The outermost locations shall be 1.5-feet from the center of the gauge to the edge of the lane. [NOTE: This staggered layout is only applicable to the test strip. All mainline density locations after test strip shall have a longitudinal and transverse random number to determine the location as detailed in the *WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production* section of this document.]

The nuclear site is the same for QC and QV readings for the test strip, i.e., the QC and QV teams are to take nuclear density gauge readings in the same footprint. Each of the QC and QV teams are to take a minimum of two one-minute readings per nuclear site, with the gauge rotated 180 degrees between readings, as seen here:

(a) (b)

**Figure 2: Nuclear Gauge Orientation for (a) 1st One-Minute Reading and (b) 2nd One-Minute Reading**

Take photos of each of the 10 core/gauge locations of the test strip. Include gauge readings (pcf) and a labelled core within the gauge footprint. If a third reading is needed, record and document all three readings. Only raw readings in pcf shall be written on the pavement during the test strip, with a corresponding gauge ID/SN (generalized as QC-1 through QV-2 in the following Figure) in the following format:


**Figure 3: Layout of Raw Gauge Readings as Recorded on the Pavement**

Take each core from the center of the gauge footprint and correlate each gauge with the laboratory-measured bulk specific gravities of the pavement cores. One core in good condition must be obtained from each of the 10 locations. If a core is damaged at the time of extracting from the pavement, a replacement core should be taken immediately adjacent to the damaged core, i.e., from the same footprint. If a core is damaged during transport, it shall be recorded as damaged and excluded from the correlation. Coring after traffic is on the pavement shall be avoided. The contractor shall be responsible for coring of the pavement. Coring and filling of core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Conduct core density testing with a witness by department personnel. Dry the cores following testing. The department will take possession of cores following initial testing and is responsible for any verification testing.

Each core 100 or 150 mm (4 or 6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. Thoroughly dry cores obtained from the mat according to WTM R79 prior to using specimens for in-place density determination according to WTM T166.

Cut cores by the next day after completion of the test strip, except if the next day is not a working day, then cut within 48 hours of placement. Cores are cut under department/project staff observation. Relabel each core immediately after extruding or ensure that labels applied to pavement prior to cutting remain legible. The layer interface should also be marked immediately following extrusion. Cores should be cut at this interface, using a wet saw, to allow for density measurement of only the most recently placed layer. Cores should be protected from excessive temperatures such as direct sunlight. Also, there should be department custody (both in transport and storage) for the cores until they are tested whether that be immediately after the test strip or the subsequent day if agreed upon between department and contractor. Use of concrete cylinder molds works well to transport cores. Cores should be placed upside down (flat surface to bottom of cylinder mold) in the molds, one core per mold, cylinder molds stored upright, and ideally transported in a cooler. Avoid any stacking of pavement cores.

Fill all core holes with non-shrink rapid-hardening grout, mortar, or concrete, or with HMA. When using grout, mortar, or concrete, remove all water from the core holes prior to filling. Mix the mortar or concrete in a separate container prior to placement in the hole. If HMA is used, fill all core holes with hot-mix matching the same day's production mix type at same day compaction temperature +/- 20 F. Dry the core holes and coat with tack before filling, filled with a top layer no thicker than 2.25 inches, lower layers not to exceed 4 inches, and compacted with a Marshall hammer or similar tamping device using approximately 50 blows per layer. The finished surface shall be flush with the pavement surface. Any deviation in the surface of the filled core holes greater than ¼ inch at the time of final inspection will require removal of the fill material to the depth of the layer thickness and replacement.

**WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production**

For nuclear density testing of the pavement beyond the test strip, QC tests shall be completed at three locations per sublot, with a sublot defined as 1,500 lane feet. The three locations shall represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines in Figure 3 and random numbers shall be used to identify the specific transverse location within each third determined by WTM D3665). Longitudinal locations within each sublot shall be determined with 3 independent random numbers determined by WTM D3665. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive but are subject to disincentive according to 460.5.2.2(5) of the HMA PWL QMP article. Measure each location with two one-minute gauge readings

oriented 180 degrees from one another, in the same footprint as detailed in Figure 2 above. Each location requires a minimum of two readings per gauge. The density gauge orientation for the first test shall be with the source rod towards the direction of paving. QV nuclear testing will consist of one randomly selected location per sublot. The QV is also comprised of two one-minute readings oriented 180 degrees from one another. For both QC and QV test locations, if the two readings exceed 1.0 pcf of one another, a third reading shall be conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge. The sublot density testing layout is depicted in Figure 4, with QC test locations shown as solid black boxes and QV test locations shown as dashed red boxes.

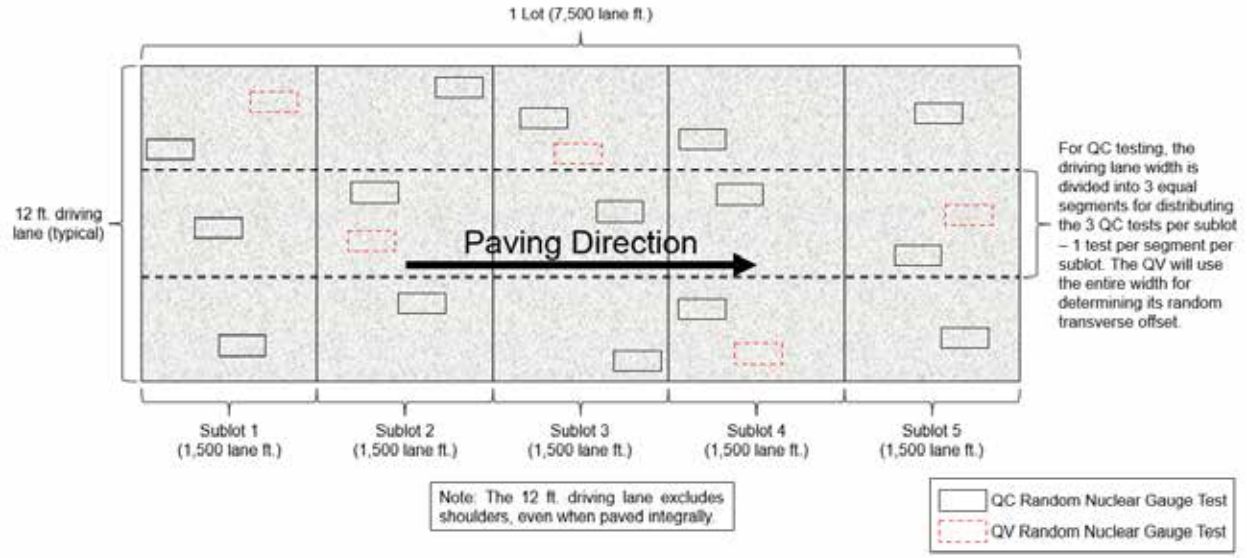



**Figure 4: Example Layout of Mainline HMA Nuclear Density Tests**

Raw nuclear density data must be shared by both parties at the end of each shift. Paving may be delayed if the raw data is not shared in a timely manner. QC and QV nuclear density gauge readings will be statistically analyzed according to Section 460.3.3.3 of the HMA PWL QMP article. (Note: For density data, if F- and t-tests compare, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test does not compare, the QV data will be used in subsequent calculations.)

Investigative cores will be allowed on the approaching side of traffic outside of the footprint locations. Results shall be shared with the department.
The QV density technician is expected to be onsite within 1 hour of the start of paving operations and should remain on-site until all paving is completed. Perform footprint testing as soon as both the QC and QV nuclear density technician are onsite and a minimum of once per day to ensure the gauges are not drifting apart during a project. Footprint testing compares the density readings of two gauges at the same testing location and can be done at any randomly selected location on the project. Both teams are encouraged to conduct footprint testing as often as they feel necessary. Footprint testing does not need to be performed at the same time. At project start-up, the QV should footprint the first 10 QC locations. Individual density tests less than 0.5% above the lower limit should be communicated to the other party and be footprint tested. Each gauge conducts 2 to 3 1-minute tests according to WTM T355 and the final results from each gauge are compared for the location. If the difference between the QC and QV gauges exceeds 1.0 pcf (0.7 percent) for an average of 10 locations, investigate the cause, check gauge moisture and density standards and perform additional footprint testing. If the cause of the difference between gauge readings cannot be identified, the regional HMA Coordinator will consult the RSO, the regional PWL representative and the BTS HMA unit to determine necessary actions. If it is agreed that there is a gauge comparison issue, perform one of the following two options:

**New Gauge Combination**

- All 4 gauges used on the test strip must footprint 10 locations on the pavement. Pavement placed on a previous day may be used.
- The results of the footprint testing will be analyzed to see if a better combination of acceptable gauges is available.

- If a better combination is found, those gauges should be used moving forward.
- If a better combination cannot be found, a new gauge correlation must be performed. (see below)

**Re-correlation of Gauges**

- Follow all test strip procedures regarding correlating gauges except the following:
- The 10 locations can be QC or QV random locations.
- The locations used may have been paved on a previous day.
- Retesting with gauges must be done immediately prior to coring.
- New gauge offsets will be used for that day's paving and subsequent paving days. New gauge offsets will not be used to recalculate density results from prior days.

**Density Dispute Resolution Procedure**

Density results may be disputed by the contractor on a lot-by-lot basis if one of the following criteria is met:

- The lot average for either QC or QV is below the lower specification limit.
- The lot average for QC is different from the lot average for QV by more than 0.5%.
- The lot is in disincentive.

In lieu of using density gauges for acceptance of the lot, the lot will be cored in the QV locations. The results of the cores from the entire lot will be entered in the spreadsheet and used for payment. If the pay factor increases, the contractor will only receive the additional difference in payment for the disputed lot. If the pay factor does not increase, the department will assess the contractor $2,000 for the costs of additional testing.

Notify the engineer in writing before dispute resolution coring. Immediately prior to coring, QC and QV will test the locations with nuclear density gauges.

Under the direct observation of the engineer, cut 100 or 150 mm (4 or 6 inch) diameter cores. Cut cores by the next day after completion of the lot, except if the next day is not a working day, then cut within 48 hours of placement. Prepare cores and determine density according to WTM T166. Dry cores after testing. Fill core holes according to Appendix A and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing. If a core is damaged at the time of coring, immediately take a replacement core 1 ft ahead of the existing testing location in the direction of traffic at the same offset as the damaged core. If a core is damaged during transport, record it as damaged and notify the engineer immediately.

**Sampling for WisDOT HMA PWL QMP Production**

Sampling of HMA mix for QC, QV, Retained, and Extra split samples shall conform to WTM R97 and WTM R47.

**Sampling Hot Mix Asphalt**

At the beginning of the contract, determine the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (sublot) for QC and Retained Samples and 1 per 3,750 tons (lot or 5 sublots) for QV as defined by the HMA PWL QMP article. A test sample is obtained randomly from each sublot. Each random sample shall be collected at the plant according to WTM R97. Submit the random numbers for all mix sampling to the department before production begins.

*Example 1*

Expected production for a contract is 12,400 tons. The number of required samples is determined based on this expected production (per HMA PWL QMP SPV) and is determined by the random sample calculation.

Sample 1 – from 50 to 750 tons
Sample 2 – from 751 to 1500 tons
Sample 3 – from 1501 to 2250 tons
Sample 4 – from 2251 to 3000 tons
Sample X – .....
Sample 16 – from 11,251 to 12,000 tons
Sample 17 – from 12,001 to 12,400 tons

The approximate location of each sample within the prescribed sublots is determined by selecting random numbers using WTM D3665. The random numbers selected are used in determining when a sample is to be taken and will be multiplied by the sublot tonnage. This number will then be added to the final tonnage of the previous sublot to yield the approximate cumulative tonnage of when each sample is to be taken.

To allow for plant start-up variability, the procedure calls for the first random sample to be taken at 50 tons or greater per production day (not intended to be taken in the first two truckloads). Random samples calculated for 0-50 ton shall be taken in the next truck (51-75 ton).

This procedure is to be used for any number of samples per contract.

If the production is less than the final randomly generated sample tonnage, then the random sample is to be collected from the remaining portion of that sublot of production. If the randomly generated sample is calculated to be within the first 0-50 tons of the subsequent day of production, it shall be taken in the next truck. Add a random sample for any fraction of 750 tons at the end of the contract. Lot size will consist of 3750 tons with sublots of 750 tons. Partial lots with less than three sublot tests will be included into the previous lot, by the engineer.

It is intended that the plant operator is not advised ahead of time when samples are to be taken.

If belt samples are used during troubleshooting, the blended aggregate will be obtained when the mixture production tonnage reaches approximately the sample tonnage. For plants with storage silos, this could be up to 60 minutes in advance of the mixture sample that's taken when the required tonnage is shipped from the plant.

Collect QC, QV, Retained, and Extra split samples for all test strip and production mixture testing using a four-part splitting procedure according to WTM R47.

**Calculation of PWL Mainline Tonnage Example**

A mill and overlay project in being constructed with a 12-foot travel lane and an integrally paved 3-foot shoulder. The layer thickness is 2 inches for the full width of paving. Calculate the tonnage in each sublot eligible for density incentive or disincentive.

**Solution:**

$$\frac{1500\ ft\ \times\ 12\ ft}{9\ sf/sy}\ \times\ \frac{2\ in\ \times 112\ lb/sy/in}{2000\ lb/ton}\ =\ 224\ tons$$

stp-460-055 (20240105)

## 25. HMA Pavement Longitudinal Joint Density.

### A Description

This special provision incorporates longitudinal joint density requirements into the contract and describes the data collection, acceptance, and procedure used for determination of pay adjustments for HMA pavement longitudinal joint density. Pay adjustments will be made on a linear foot basis, as applicable per pavement layer and paving lane. Applicable longitudinal joints are defined as those between any two or more traffic lanes including full-width passing lanes, turn lanes, or auxiliary lanes more than 1,500 lane feet, and those lanes must also include the 460.2005 Incentive Density PWL HMA Pavement bid item. This excludes any joint with one side defined as a shoulder and ramp lanes of any length. If echelon paving is required in the contract, the longitudinal joint density specification shall not apply for those joints. Longitudinal joints placed during a test strip will be tested for information only to help ensure the roller pattern will provide adequate longitudinal joint density during production. Longitudinal joint density test results collected during a test strip are not eligible for pay adjustment.

Pay is determined according to standard spec 460, HMA Pavement Percent Within Limits QMP special provisions, and as modified within.

### B Materials

Compact all applicable HMA longitudinal joints to the appropriate density based on the layer, confinement, and mixture type shown in Table B-1.

**TABLE B-1 MINIMUM REQUIRED LONGITUDINAL JOINT DENSITY**

| Layer | Percent of Target Maximum Density | | | |
|---|---|---|---|---|
| | Unconfined | | Confined | |
| | LT and MT | HT | LT and MT | HT |
| Lower (on crushed/recycled base) | 88 | 89 | 89.5 | 90.5 |
| Lower (on Concrete/HMA) | 90[1] | 90[1] | 91.5[1] | 91.5[1] |
| Upper | 90 | 90 | 91.5 | 91.5 |

[1] Minimum reduced by 1.0 percent for a 1.25-inch-thick No. 5 mix lower layer constructed on a paved or milled surface.

### C Construction

*Add the following to standard spec 460.3.3.2:*

(5) Establish companion QC and QV density locations for each applicable joint. Each companion location shares longitudinal stationing with the respective QC or QV mainline density location within each sublot and is located transversely with the center of the gauge 6-inches from the final joint edge of the paving area. Sublot and lot numbering remains the same as mainline densities, however, in addition to conventional naming, joint identification must clearly indicate “M” for inside/median side of lane or “O” for outside shoulder side of lane, as well as “U” for an unconfined joint or “C” for a confined joint (e.g., XXXXX-MC or XXXXX-OU).

(6) Each joint shall be measured, reported, and accepted under methods, testing times, and procedures consistent with the program employed for mainline density, i.e., PWL.

(7) For single nuclear density test results greater than 3.0% below specified minimums per Table B-1 herein, perform the following:

a) Testing at 50-foot increments both ahead and behind the unacceptable site.

b) Continued 50-foot incremental testing until test values indicate higher than or equal to -3.0 percent from target joint density.

c) Materials within the incremental testing indicating lower than -3.0 percent from target joint density are defined as unacceptable and will be handled with remedial action as defined in the payment section of this document.

d) The remaining sublot average (exclusive of unacceptable material) will be determined by the first forward and backward 50-foot incremental tests that reach the criteria of higher than or equal to -3.0 percent from target joint density.

Note: If the 50-foot testing extends into a previously accepted sublot, remedial action is required up to and inclusive of such material; however, the results of remedial action must not be used to recalculate the previously accepted sublot density. When this occurs, the lane feet of any unacceptable material will be deducted from the sublot in which it is located, and the previously accepted sublot density will be used to calculate pay for the remainder of the sublot.

(8) Joint density measurements shall be kept separate from all other density measurements and entered as an individual data set into Atwood Systems.

(9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint nuclear testing location, shall be done at the contractor's discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints.

(10) When not required by the contract, echelon paving may be performed at the contractor's discretion to increase longitudinal joint density and still remain eligible to earn incentive. The additional costs incurred related to echelon paving will not be paid for by the department. If lanes are paved in echelon, the contractor may choose to use a longitudinal vertical joint or notched wedge longitudinal joint as described in SDD 13c19 HMA Longitudinal Joints. Lanes paved in echelon shall be considered confined on both sides of the joint regardless of the selected joint design. The joint between echelon paved lanes shall be placed at the centerline or along lane lines.

(11) When performing inlay paving below the elevation of the adjacent lane, the longitudinal joint along the adjacent lane to be paved shall be considered unconfined.

**D Measurement**

(1) The department will measure each side of applicable longitudinal joints, as defined in Section A of this special provision, by the linear foot of pavement, acceptably placed. Measurement will be conducted independently for the inside or median side and for the outside or shoulder side of paving lanes with two applicable longitudinal joints. Each paving layer will be measured independently at the time the mat is placed.

**E Payment**

*Add the following as 460.5.2.4 Pay Adjustment for HMA Pavement Longitudinal Joint Density:*

(1) The department will administer longitudinal joint density adjustments under the Incentive Density HMA Pavement Longitudinal Joints and Disincentive Density HMA Pavement Longitudinal Joints items. The department will adjust pay based on density relative to the specified targets in Section B of this special provision, and linear foot of the HMA Pavement bid item for that sublot as follows:

**PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY**

| PERCENT SUBLOT DENSITY ABOVE/BELOW SPECIFIED MINIMUM | PAY ADJUSTMENT PER LINEAR FOOT |
|---|---|
| Equal to or greater than +1.0 confined, +2.0 unconfined | $0.20 |
| From 0.0 to +0.9 confined, 0.0 to +1.9 unconfined | $0 |
| From -0.1 to -1.0 | $(0.20) |
| From -1.1 to -2.0 | $(0.40) |
| From -2.1 to -3.0 | $(0.80) |
| More than -3.0 | *REMEDIAL ACTION* [1] |

[1] Remedial action must be approved by the engineer and agreed upon at the time of the pre-pave meeting and may include partial sublots as determined and defined in 460.3.3.2(7) of this document. If unacceptable material is removed and replaced per guidance by the engineer, the removal and replacement will be for the full lane width of the side of which the joint was constructed with unacceptable material.

(2) The department will not assess joint density disincentives for pavement placed in cold weather because of a department-caused delay as specified in standard spec 450.5.2(3).

(3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.

(4) Inlay paving operations will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline.

The department will pay incentive for longitudinal joint density under the following bid items:

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| 460.2007 | Incentive Density HMA Pavement Longitudinal Joints | DOL |

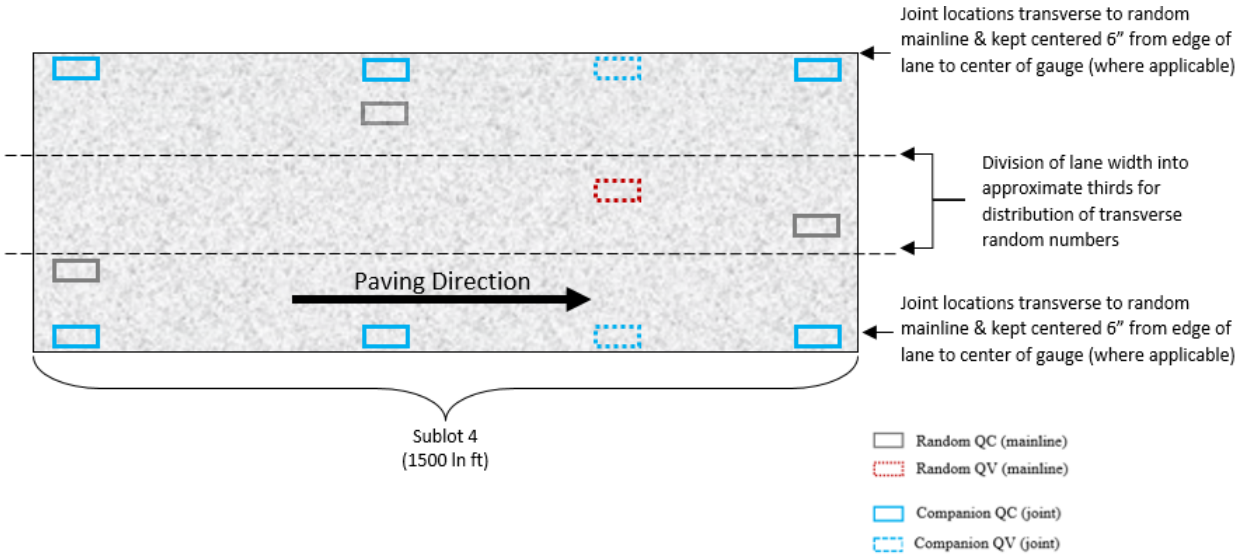
The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

## Appendix

**WisDOT Longitudinal Joint – Nuclear Gauge Density Layout**

Each QC and QV density location must have a companion density location at any applicable joint. This companion location must share longitudinal stationing with each QC or QV density location and be located transversely with the center of the gauge 6-inches from the final joint edge of the paving area.

**For HMA Pavement Percent Within Limits QMP projects**, this appears as follows:




**Further Explanation of *PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY* Table**

| | Confined | | | | |
|---|---|---|---|---|---|
| | Lower Layer (On Base) | | Upper Layer | | |
| | LT/MT | HT | LT/MT | HT | Pay Adjust |
| Mainline Target (SS 460-3) | 91.0 | 92.0 | 93.0 | 93.0 | - |
| Confined Target (mainline - 1.5) | 89.5 | 90.5 | 91.5 | 91.5 | - |
| Equal to or greater than +1.0 | ≥ 90.5 | ≥ 91.5 | ≥ 92.5 | ≥ 92.5 | $0.20 |
| From 0.0 to +0.9 | 90.4 - 89.5 | 91.4 - 90.5 | 92.4 - 91.5 | 92.4 - 91.5 | $0 |
| From -0.1 to -1.0 | 89.4 - 88.5 | 90.4 - 89.5 | 91.4 - 90.5 | 91.4 - 90.5 | ($0.20) |
| From -1.1 to -2.0 | 88.4 - 87.5 | 89.4 - 88.5 | 90.4 - 89.5 | 90.4 - 89.5 | ($0.40) |
| From -2.1 to -3.0 | 87.4 - 86.5 | 88.4 - 87.5 | 89.4 - 88.5 | 89.4 - 88.5 | ($0.80) |
| More than -3.0 | < 86.5 | < 87.5 | < 88.5 | < 88.5 | REMEDIAL ACTION |

| | Unconfined | | | | |
|---|---|---|---|---|---|
| | Lower Layer (On Base) | | Upper Layer | | |
| | LT/MT | HT | LT/MT | HT | Pay Adjust |
| Mainline Target (SS 460-3) | 91.0 | 92.0 | 93.0 | 93.0 | - |
| Unconfined Target (Mainline -3.0) | 88.0 | 89.0 | 90.0 | 90.0 | - |
| Equal to or greater than +2.0 | ≥ 90.0 | ≥ 91.0 | ≥ 92.0 | ≥ 92.0 | $0.20 |
| From 0.0 to +1.9 | 89.9 - 88.0 | 90.9 - 89.0 | 91.9 - 90.0 | 91.9 - 90.0 | $0 |
| From -0.1 to -1.0 | 87.9 - 87.0 | 88.9 - 88.0 | 89.9 - 89.0 | 89.9 - 89.0 | ($0.20) |
| From -1.1 to -2.0 | 86.9 - 86.0 | 87.9 - 87.0 | 88.9 - 88.0 | 88.9 - 88.0 | ($0.40) |
| From -2.1 to -3.0 | 85.9 - 85.0 | 86.9 - 86.0 | 87.9 - 87.0 | 87.9 - 87.0 | ($0.80) |
| More than -3.0 | < 85.0 | < 86.0 | < 87.0 | < 87.0 | REMEDIAL ACTION |

stp-460-075 (20240105)

## 26. Survey Monument Coordination.

The CONTRACTOR is to notify the Northeast Regional Survey Coordinator, Michael Andraschko 920 492-4166, at least 30 days before the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (before restoration) the CONTRACTOR is again to notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset.

ner-621-010 (20171213)

## 27. Traffic Control.

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

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

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

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

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

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

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

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

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

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

ner-643-065 (20190410)

## 28. 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 NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| 644.1900.S | Temporary Audible Message Device | DAY |

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)

## 29. Electrical Meetings

### Electrical Kick Off Meeting

No later than 5 working days prior to starting any electrical installation construction activities, arrange and conduct an Electrical Kick Off Meeting between the department, the engineer, and electrical subcontractors to discuss the construction of the electrical elements of the project including traffic signals, roadway lighting systems, Intelligent Transportation Systems (ITS), and all other electrical facilities.

During the electrical kick off meeting, the contractor may be requested to provide additional workplan information related to the electrical installation activities. Upon completion of the electrical kick off meeting and approval of any additional requested workplan information, the contractor will be given authorization to proceed with electrical construction activities.

### Additional Electrical Meetings

Arrange and conduct additional electrical progress meetings between the department, the engineer, and electrical subcontractors no later than 5 working days prior to:

1. Energizing new systems
2. Opening roadway
3. Final inspection

**Electrical Meeting Requirements**

The contractor shall arrange for a suitable on-site location for the electrical kick off meeting. The additional electrical meetings do not need to be on-site. The contractor shall provide reasonable accommodation for all attendees.

The Department shall prepare and distribute an agenda 3 working days prior to the electrical meeting.

At the electrical meeting, prepare to discuss the following information as applicable to the electrical work included in the project:

1. Inspection expectations
    a. Project walk-throughs
    b. Staking and verification of locations
    c. Location and orientation of cabinet bases
2. Contractor Work Operations
    a. Provide names and qualifications of personnel that will be working on the project.
    b. Provide shop drawings, materials documentation, and lead times.
    c. Coordination of electrical service application, installation, and reimbursement
    d. Locations and elevations of electrical work
    e. Schedule and operations for contract work – include critical path items and responsible parties
    f. Electrical work completed by others
    g. Temporary installations and connections
    h. End of shift site requirements
    i. Process for energizing new facilities
    j. Timely measurement and agreement of quantities
3. Traffic Control Requirements
    a. Traffic control requirements
    b. Roadway lighting requirements for opening roadways
    c. Staged ITS requirements.
4. Safety

The Department will prepare meeting minutes.

The contractor and electrical subcontractor are required to attend all electrical meetings. Electrical meetings are considered incidental to the electrical work.

## 30. Electrical Service for WisDOT Roundabout Lighting at STH 21 & CTH FF and STH 21 & Sand Pit Road

### A Description

Work under this item shall be in accordance with Section 656 of the Standard Specifications with the following addition.

### B Materials (vacant)

### C Construction

The Contractor is responsible for making early application for the installation of the electric service lateral.

Contact the local electric company to make application and request a time of use meter. The future monthly invoices can go to the following address:

STH 21 & CTH FF to:
WISDOT Expenditure Acct (L70-2055)
P.O. Box 7366
Madison, WI 53707-7366

STH 21 & Sand Pit Road to:
WISDOT Expenditure Acct (L70-2056)
P.O. Box 7366
Madison, WI 53707-7366

## 31. Electrical Service for WisDOT Roundabout Lighting at STH 21 & Leonard Point

### A Description

Work under this item shall be in accordance with Section 656 of the Standard Specifications with the following addition.

### B Materials (vacant)

### C Construction

The Contractor is responsible for making early application for the relocation/installation of the existing electric service lateral.

Contact the local electric company to make application and request a time of use meter. Update the future monthly invoices address to:

STH 21 & Leonard Point Rd to:

WISDOT Expenditure Acct (L70-2061)
P.O. Box 7366
Madison, WI 53707-7366

## 32. Electrical Service Meter Breaker Pedestal (STH 21 & Oakwood).

### A Description

Work under this item shall be in accordance with Section 656 of the Standard Specifications with the following modifications.

### B Materials

Amend Section 656.2.3, Meter Breaker Pedestal Service, paragraph (1) to read as follows:

(1) Furnish an approved service having a meter breaker pedestal, 22,000-AIC circuit breakers unless the local utility requires otherwise, grounding electrodes and connections, conduit and fittings, and all necessary conductors and equipment required by the WSEC and the utility for a service connection. Furnish a pedestal with one (1) 30 A and one (1) 20 A single pole breakers for any meter with shared uses which are intended to provide electrical service for a WisDOT street lighting system as well as a WisDOT traffic signal system.

Amend Section 656.2.3, Meter Breaker Pedestal Service, by adding the following paragraph:

(2) Feeder wire between meter pedestal and main panel board shall be routed through the bottom of the cabinet enclosure and within conduit. Entry through the side of the cabinet enclosure is not allowed.

### C Construction

The Contractor is responsible for making an early application for the installation of the electric service lateral.

Contact the local electric company to make application and request a time of use meter. The future monthly invoices can go to the following address:

STH 21 & Oakwood:
WISDOT Expenditure Acct (S70-0645)
P.O. Box 7366
Madison, WI 53707-7366

Amend section 656.3.2, Service Lateral, paragraph (1) to read as follows:

(1) The local utility shall furnish and install a 200 A, 120/240 volt AC, single phase, 3-wire underground electrical service lateral. Arrange and assume responsibility for the timely installation of the service lateral by the utility. The lateral shall be terminated at a meter pedestal as the plans show.

## 33. 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.

### B Materials

### B.1 Disposal by Contractor

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.

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 (https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/dotlampballastinventory.dotx) 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 NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| 659.5000.S | Lamp, Ballast, LED, Switch Disposal by Contractor | EACH |
| 659.5100.S | Lamp, Ballast, LED, Switch Disposal by Department | EACH |

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)

## 34. Foundation Backfill, Item SPV.0035.01.

### A Description

This special provision describes providing foundation backfill that conforms to Standard Spec 520.

### B Materials

Furnish Foundation Backfill in accordance to 520.2.5.2.

### C Construction

Place foundation backfill in layers no more than 8 inches thick after compaction to the top of the subgrade. Mechanically compact the entire length of each layer to the same degree as the material abutting the trench.

### D Measurement

The department will measure Foundation Backfill by the Cubic Yard, acceptably completed.

### E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0035.01 | Foundation Backfill | CY |

Payment is full compensation for placing, shaping and compacting.

ner-520-025 (20190409)

## 35. Inlet Cover Special, Item SPV.0060.01.

### A Description

This special provision describes providing inlet covers according to standard spec 611.

**B Materials**

Furnish Neenah Foundry Number R-1792-EG or equal.

**C (Vacant)**

**D Measurement**

The department will measure Inlet Cover Special by each unit acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0060.01 | Inlet Cover Special | EACH |

Payment is in accordance with 611.5.

## 36. Inlets 2x2.5-FT Special, Item SPV.0060.02.

**A Description**

This special provision describes providing Inlets 2x2.5-FT, Special as the plans show. Conform to standard spec 611 and as follows.

**B Materials**

Materials shall be conforming to standard spec 611.2. The rubber adjustment riser ring is to be on the department's approved product list.

Use manufacturer approved mastic adhesive and polyurethane adhesive with a flexible set. Supply manufacture's recommendations prior to installation.

**C Construction**

Construction shall be conforming to the plans and with standard spec 611.3.

*Replace standard spec 611.3.3(1) with the following:*

(1) Set inlet cover on rubber adjustment riser ring. Use mastic adhesive between the ring and the inlet structure. Use polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 3 inch adjustment is allowed. Use manufacturer approved polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered, and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

**D Measurement**

The department will measure Inlets 2x2.5-FT, Special as each individual inlet acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0060.02 | Inlets 2x2.5-FT, Special | EACH |

Payment shall be conforming to standard spec 611.5.

ner-611-030 (20190712)

## 37. Removing Traffic Signals STH 21 & Oakwood, Item SPV.0060.03; Removing Traffic Signals STH 21 & Westhaven, Item SPV.0060.04.

**A Description**

This special provision describes removing the existing traffic signals at the intersections of STH 21 & Oakwood and STH 21 & Westhaven as shown on the plans and hereinafter provided.

**B (Vacant)**

**C Construction**

Coordinate removals with NE Region Electrical Unit, Kim Bradley at (920) 366-7521.

Remove all signal poles, arms, standards, pedestal and transformer bases, faces, wiring, control cabinets, and associated components.

Transport signal equipment off site to the electrical subcontractor facilities and/or to a recycling/disposal facility.

Break down and remove concrete bases according to standard spec 204.

**D Measurement**

The department will measure Removing Traffic Signals as each intersection location, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0060.03 | Removing Traffic Signals STH 21 & Oakwood | EACH |
| SPV.0060.04 | Removing Traffic Signals STH 21 & Westhaven | EACH |

Payment is full compensation for removing, hauling, and disposing of signal equipment, unless specified to be salvaged; breaking down, removing, hauling, and disposing of concrete bases; for restoring the roadway cross-section; and for backfilling.

## 38. Adjusting Sanitary Manhole Covers, Item SPV.0060.05.

**A Description**

This special provision describes adjusting sanitary manhole covers.

**B Materials**

Use materials conforming to standard spec 611.2.

**C Construction**

Use construction methods conforming to standard spec 611.3 and as follows:

Remove and reinstall existing chimney seals, as necessary to adjust manhole cover.

**D Measurement**

The department will measure Adjusting Sanitary Manhole Covers as each individual unit acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0060.05 | Adjusting Sanitary Manhole Covers | EACH |

Payment is full compensation for providing all required materials, exclusive of frames, grates, or lids; and for removing, reinstalling and adjusting the covers, including removing and reinstalling the existing chimney seal.

ner-900-005 (20190718)

## 39. Adjusting Water Valve Boxes, Item SPV.0060.06.

**A Description**

This special provision describes adjusting water valve boxes to final pavement elevations the plans show.

**B Materials**

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with City of Omro and contact Sam Mingo at (920) 685-7020 to obtain required materials.

**C Construction**

Before completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extension(s) as needed, and backfill with base aggregate material conforming to the requirements for the adjacent roadway base course construction.

Complete adjustments in such a manner to avoid any damage to the water valve boxes. Provide the City of Omro two working days advance notice before adjusting the valve boxes to finished grade.

**D Measurement**

The department will measure Adjusting Water Valve Boxes as a unit of work for each valve box acceptably adjusted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0060.06 | Adjusting Water Valve Boxes | EACH |

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment; and for adding new sections if necessary.

ner-900-015 (20190718)

## 40. Temporary Vehicle Detection Leonard Point Rd and Omro Rd, Item SPV.0060.07.

**A Description**

This special provision describes furnishing, installing, and maintaining vehicle detection systems at the temporary signalized intersection, in conjunction with temporary traffic signals. This work also includes maintaining existing detectors and using newly constructed detectors in conjunction with the temporary traffic signals.

**B Materials**

With prior approval of the engineer and department, select the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to approval. Vehicle detection technologies considered shall include, but are not limited to, temporary inductive loops, microwave detection, or video detection. Damage to new pavement for temporary detection loops will not be allowed.

The temporary vehicle detection system shall be considered part of the temporary traffic signals and is subject to the same maintenance and repair requirements as described in the Temporary Traffic Signal for Intersections (Location) bid item.

Provide all necessary equipment for the approved method of temporary vehicle detection.

**C Construction**

Make all connections necessary to use existing loop detectors when required.

Make all temporary connections necessary to use newly constructed loop detectors when required. Do not use new signal conduit when using newly constructed loop detectors.

Use temporary vehicle detection in place of any existing loop detectors or newly constructed loop detectors that are inoperable or if desired.

**D Measurement**

The department will measure Temporary Vehicle Detection Leonard Point Rd and Omro Rd, as a single complete unit of work at each intersection, complete in place and accepted.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0060.07 | Temporary Vehicle Detection Leonard Point Rd and Omro Rd | Each |

Payment is full compensation for demonstrating and selecting the vehicle detector technology; furnishing and installing the equipment including all required materials and supplies; cleaning up and properly disposing of waste; and using existing or newly constructed loop detectors.

ncr-661-005 (20220322)

## 41. Removing Sign, Foundation, and Various Items – Parcel 37, Item SPV.0060.08.

**A Description**

This special provision describes removing the existing sign, associated foundation base, flagpole, and rock wall on Parcel 37 located in the southeast quadrant of the Sand Pit Road intersection. Conform to standard spec 204 and as follows.

**B (Vacant)**

**C Construction**

Remove the existing sign, associated foundation base, flagpole, and rock wall shown in the plans, backfill and disposing material.

Coordinate with the property owner as necessary. Remove sign, flagpole, rocks, and all other items above existing ground elevation. Remove all foundation materials below the existing ground to an elevation of three feet below proposed surface elevation, or as specified by the engineer.

Backfill all trenches, holes, and pits with suitable fill material conforming to standard spec 208.

Dispose of all removed material at an offsite location.

**D Measurement**

The department will measure Removing Sign, Foundation, and Various Items – Parcel 37 by each parcel acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0060.08 | Removing Sign, Foundation, and Various Items – Parcel 37 | Each |

Payment is full compensation for removing the sign, associated foundation base, flagpole, and rock wall; for contacting the property owner; for all excavating; for removing posts, rocks, foundation materials, and all other materials that were encountered; for disposing of all materials that were encountered.

## 42. Seeding Low Maintenance Fescue, Item SPV.0085.01.

**A Description**

This special provision describes preparing seed beds, furnishing, and sowing low maintenance fescue seed mix in conformance with standard spec 630 and as shown on the plans.

**B Materials**

**B.1 General**

Provide a fescue blend seed mix rated for drought tolerance. Furnish and handle seed in accordance with standard spec 630.2.

**B.2 Seed Mixture**

Furnish a low maintenance fescue seed mixture composed of all the following seed types:

| COMMON NAME | BOTANICAL NAME | PURITY min % | GERMINATION min % | MIXTURE PROPORTIONS (%) |
|---|---|---|---|---|
| Hard Fescue | Festuca ovina var. duriuscula | 97 | 85 | 20 |
| Sheep Fescue | Festuca ovina | 98 | 85 | 15 |
| Chewings Fescue | Festuca rubra var. commutate | 98 | 85 | 25 |
| Creeping Red Fescue | Festuca rura var. rubra | 98 | 85 | 25 |
| Dawson Red Fescue | Festuca rubra var. trichyoplyla | 98 | 85 | 15 |

A seed mixture showing the proportions of each of the above seed types shall be submitted to the engineer at least seven days prior to placement of the seed mixture.

**C Construction**

**C.1 Preparation of Seed Bed**

Prepare the seed bed in conformance with standard spec 630.3.2.

**C.2 Sowing**

Sow the seed mixture in accordance with standard spec 630.3 unless otherwise described hereinafter.

**C.3 Seeding Rates**

Seed shall be applied at a rate of 5 pounds per 1,000 square feet.

If rapid soil stabilization is needed sow a nurse crop with low maintenance seed mixture. Use Common Oats (Avena sativa) for the nurse crop. Seed at 64 lbs. per acre (1.5 lbs. per 1000 sq. ft.) in spring and 128 lbs. per acre (3.0 lbs. per 1000 sq. ft.) in fall. A mix containing a nurse crop annual seed may be substituted in lieu of the separate bid item “Seeding Nurse Crop” with approval by the engineer.

**D Measurement**

The department will measure seeding low maintenance seed by the pound, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0085.01 | Seeding Low Maintenance Fescue | LB |

Payment is full compensation for providing, handling, and storing all seed; for providing the required culture and inoculating seed as specified and as needed; for preparing the seed bed, sowing, covering, and firming the seed; and for furnishing and installing all materials, including but not limited to seed.

## 43. Concrete Joint and Crack Cleaning and Repair, Item SPV.0090.01.

**A Description**

This special provision describes removing loose or spalled concrete and asphalt patching, cleaning joints and cracks, and filling with asphaltic surface, prior to installing an asphaltic overlay.

**B Materials**

Furnish asphaltic mixture as specified for asphaltic surface under standard spec 465.2.

Furnish tack coat as specified for tack coat under standard spec 455.2.5.

### C Construction

Prepare the existing concrete per standard spec 211.3.5.4 and as indicated in the plans. Blow out repair areas with 80 psi minimum compressed air immediately prior to applying tack coat. Compact the asphalt mixture per standard spec 450.3.2.6.1.

### D Measurement

The department will measure Concrete Joint and Crack Cleaning and Repair by the linear foot, per lane, acceptably completed. Lane includes adjacent gutters and concrete shoulders less than or equal to 5-foot in width.

### 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.0090.01 | Concrete Joint and Crack Cleaning and Repair | LF |

Payment is full compensation for removing and disposing of all loose or spalled concrete and asphalt patching; for cleaning joints and cracks; for furnishing asphaltic materials for filling joints and cracks including asphaltic surface; and tack coat.

ner-415-030 (20220923)

## 44. Ditch Regrading, Item SPV.0090.02.

### A Description

This special provision describes removing existing vegetation and sediment from the ditch flow line, grading and shaping the ditch bottom and slopes to restore drainage and match adjacent slopes at the locations shown on the plan.

### B (Vacant)

### C Construction

Grade and shape the ditch flowline as necessary to remove existing vegetation and restore unimpeded flow. Do not excavate deeper than 1 foot nor disturb an overall lateral width greater than 10 feet. Grade and trim the lateral areas of disturbance to produce uniform side slope surfaces. Dispose of surplus material according to standard spec 205.

### D Measurement

The department will measure Ditch Regrading by the linear foot, acceptably completed.

### E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0090.02 | Ditch Regrading | LF |

Payment is full compensation for removing existing vegetation and debris, including accumulated sediment; for disposing of excavated materials; and for grading and shaping the ditch bottom and slopes to reestablish the ditch flowline.

## 45. Concrete Curb & Gutter 18-Inch, Type A Modified, Item SPV.0090.03; Concrete Curb & Gutter 30-Inch, Type D Modified, Item SPV.0090.04; Concrete Curb & Gutter 4-Inch Sloped 30-Inch, Type R Modified, Item SPV.0090.05; Concrete Curb & Gutter 36-Inch 4-Inch Sloped, Type D Modified, Item SPV.0090.06.

### A Description

This special provision describes constructing concrete curb and gutter with a gutter thickness equal to the depth of the adjacent pavement thickness according to the details shown in the plans and the requirements of standard spec 601.

**B Materials**

Provide materials that conform to the requirements of standard spec 601.2.

**C Construction**

Construct according to the requirements of standard spec 601.3. Construct concrete curb and gutter with 9.25-inch gutter thickness.

**D Measurement**

The department will measure Concrete Curb & Gutter items by the linear foot, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0090.03 | Concrete Curb & Gutter 18-Inch Type A Modified | LF |
| SPV.0090.04 | Concrete Curb & Gutter 30-Inch Type D Modified | LF |
| SPV.0090.05 | Concrete Curb & Gutter 30-Inch Type R Modified | LF |
| SPV.0090.06 | Concrete Curb & Gutter 36-Inch 4-Inch Sloped Type D Modified | LF |

Payment will be made according to standard spec 601.5.

## 46. Excavation, Hauling, and Disposal of Metal Contaminated Soil, Item SPV.0195.01.

**A Description**

**A.1 General**

This special provision describes providing excavating, loading, hauling, and disposing of lead and arsenic contaminated soil at a DNR licensed landfill. The closest DNR approved facilities are:

Waste Management Valley Trail Recycling and Disposal
N9101 Willard Road
Berlin, Wisconsin 54923
(920) 361-4995

Hickory Meadows Landfill, LLC
W3105 Schneider Road
Hilbert, Wisconsin 54129
(920) 853-8553

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

**A.2 Notice to the Contractor – Contaminated Soil Locations**

The department completed testing for soil contamination within this project where excavation is required. Testing indicated that metals contaminated soil is present or likely to be present at the following locations as shown on the plans

1. Station 326’EB’+42 to 330’EB’+03 varying from 28’ LT of eastbound STH 21 reference line to 42’ RT of reference line at a depth ranging from of 0’ to 4’ below existing ground.
2. Station 809 ‘NB’+85 to 812’NB’+31, varying from 115’ LT of northbound Leonard Point reference line to 49’ RT of reference line at a depth ranging from 0’ to 4’ below existing ground.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

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

Name: Jacob Pooler
Address: 944 Vanderperren Way, Green Bay, WI 54304
Phone: (920) 492-5636
E-mail: jacob.pooler@dot.wi.gov

**A.3 Coordination**

Contact Sharlene Te Beest, WisDOT hazardous materials unit (DOTHazmatunit@dot.wi.gov) 608-266-1476; a minimum of one month before the preconstruction meeting to obtain the name and contact information for the environmental consultant assigned to conduct monitoring and reporting of compliance with these special provisions.

The role of the environmental consultant will be limited to:

1. Determining the locations and limits of contaminated material to be excavated based on analytical results from previous investigations, visual observations, and field-screening of material that is excavated;
2. Identifying contaminated material to be hauled to the DNR licensed landfill;
3. Documenting that activities associated with management of contaminated material are in conformance with state regulations;
4. Obtaining the necessary approvals for treatment and disposal of contaminated material.

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 contaminated areas specified above to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

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

Identify the DNR licensed landfill facility that will be used for disposal of contaminated material and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the landfill. Do not transport contaminated soil offsite without prior approval from the environmental consultant

**A.4 Health and Safety Requirements**

*Add the following to standard spec 107.1:*

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

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

**B (Vacant)**

**C Construction**

*Add the following to standard spec 205.3:*

Control operations in the contaminated areas to minimize the quantity of contaminated material excavated.

The environmental consultant will periodically evaluate material excavated from the contaminated areas. The environmental consultant will evaluate excavated material based on visual observations and analytical results from previous environmental investigations.

Due to the difficulty of identifying lead and arsenic contamination from field screening, all soil removed from the contaminated soil management areas shall be landfilled at the approved landfill facility.

Directly load and haul material designated by the environmental consultant for offsite treatment and disposal at the DNR licensed landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated material or residues. Prior to transport, sufficiently dewater material designated for off-site treatment and disposal so as not to contain free liquids.

Excavations for construction of utilities may extend near or slightly beyond the depths to groundwater; however, due to the low permeability of subsurface materials, significant dewatering is not anticipated.

Dewatering is not anticipated. If dewatering is needed contact the environmental consultants. Control activities in the contaminated area to minimize the amount of dewatering required.

**D Measurement**

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

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| SPV.0195.01 | Excavation, Hauling, and Disposal of Metal Contaminated Soil | TON |

Payment is full compensation for excavating, segregating, loading, hauling, and direct landfilling of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; management of contaminated groundwater, if necessary; and dewatering of soils prior to transport, if necessary.

# 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 and 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 that ___12___ HCST Graduate(s) be utilized for ___5760____ 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 that ___7___ HCST Apprentice(s) be utilized for ___2100____ 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).

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

## III. IMPLEMENTATION

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

Marguerite (Maggie) Givings, Labor Development Specialist
Margueritel.Givings@dot.wi.gov | 608-789-7876

Deborah Seip, Labor Development Specialist
Deborah.Seip@dot.wi.gov | 262-548-8702

# 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 PROVISIONS 5
# FUEL COST ADJUSTMENT

**A Description**

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

**B Categories of Work Items**

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

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

**C Fuel Index**

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

The base Fuel Index (BFI) for this contract is $2.55 per gallon.

**D Computing the Fuel Cost Adjustment**

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

(1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.

(2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.

(3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.

(4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left(\frac{CFI}{BFI} - 1\right) x\ Q\ x\ BFI$$

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

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

**E Payment**

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

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

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

## Table of Contents

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

*Make the following revisions to the standard specifications.*

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**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.

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**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.

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**305 Dense Graded Base**

**305.3.3.3 Shoulders Adjacent to Asphaltic Pavement or Surfacing**

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

(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[1]**

| 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 | - |

[1] Size according to AASHTO M43.

## 415 Concrete Pavement

### 415.3.16.4.1.2 Magnetic Pulse Induction

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

(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

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

(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 | 19 kips |
| 3/4-inch | 28 kips |
| 7/8-inch | 39 kips |
| 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 |

[1] 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

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

(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 |

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

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## 517 Paint and Painting

### 517.3.1.3.3 Blast Cleaning

### 517.3.1.3.3.2 Epoxy Coating System

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

(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.

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## 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.*

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**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 | Signs | 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
- Connected arrow boards
- Sign sheeting
- 42-inch cone assemblies
- 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 | UNIT |
|---|---|---|
| 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 |

| | | |
|---|---|---|
| 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/$m^2$, meets or exceeds the following:

| MATERIAL | COLOR | 180 DAY DRY RETROREFLECTIVITY |
|---|---|---|
| Epoxy | 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.

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**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 NUMBER | DESCRIPTION | UNIT |
|---|---|---|
| 682.0100 | Salvage Geodetic Survey Disc | EACH |
| 682.0200 | Geodetic Survey Monument | EACH |

(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.

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**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 |
|---|---|---|---|---|
| Change in: | Water source | X | | |
| | Cement source, type, or brand | | | X |
| | Total cementitious [1] | | | X |
| | Aggregate blend | X | | |
| | Aggregate source | | | X |
| | SCM replacement rate | | X | |
| | 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) | | | X |
| | Slag source (same grade) | | X | |
| | Chemical admixture manufacturer or product name [2] | | | X |
| Removal of: | SCM | | | X |
| | Type B or Type D chemical admixture | X [3] | X [4] | |
| Addition of: | Non-fading, color pigment | X | | |
| | Type B or Type D chemical admixture | X [3] | X [4] | |
| | New SCM | | | X |

[1] If not HES/SHES concrete.

[2] Not including Type B or Type D chemical admixture.

[3] Furnished from the APL.

[4] Not furnished from the APL.

**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 | | X | X |
| Chemical additive product data sheet | X | X | X |
| Updated DT2220 or DT2221 form | X | X | |
| New DT2220 or DT2221 form | | | X |
| New mixture ID: Contractor ID and WisDOT ID | X | X | X |
| New maturity curve | X [2] | X | X |
| New lot/sublot layout [3] | | X [4] | X |

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

[2] Required only when using a retarder.

[3] Required for HES concrete.

[4] 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 directed by the department | OPTION 1 [1] | Add 94 to 282 lb/cy of cement [2] |
| | 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**

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

[1] Frequency is based on project daily production rate.

[2] 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.

[3] 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.<br>- If all samples are passing, reduced testing frequency is applied.<br>- Reduced frequency: One test per calendar week of placement |
| Class I: Structures | One test per 250 CY placed.<br>- Minimum of one test per contract for substructure<br>- 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<br>- Maximum one test per day |
| Class II: Base | No minimum testing |
| Class II: Structure Repair | |
| Class II: Pavement Repair | |
| Class II: Pavement Replacement | |
| Class II: Base Patching | |
| Class II: Ancillary | |

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

| CONCRETE CLASSIFICATION | PLACEMENT TESTING |
|---|---|
| Class I: Pavement | One test on the first day of placement. |
| Class I: Structures | |
| 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.
2. 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.

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## 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]
- Cast-in-Place Barrier: < f'c - 500 psi [1]

[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 |
| | 0.1 to 0.4 [1] | 5 |
| Below Specification | 0.1 to 0.5 | 20 |
| | 0.6 to 1.0 | 30 |
| | > 1.0 | 50 or remove and replace |

[1] 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 |

[1] Applies only for Concrete Structures and Cast-in-Place Barrier.

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## 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).

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## Bid Items

### 600 Bid Items

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

| | | |
|---|---|---|
| 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 |

*Add the following 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 ..... 312.2
Concrete ..... 501
Reinforcement ..... 505
Expansion joint filler ..... 415.2.3
Asphaltic materials ..... 455.2

# ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. 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 paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

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

# ADDITIONAL SPECIAL PROVISION 9

## Electronic Certified Payroll or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) 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 paul.ndon@dot.wi.gov. 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: https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf
- For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm

# REQUIRED CONTRACT PROVISIONS
# FEDERAL-AID CONSTRUCTION CONTRACTS



## 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 design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) 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 non-minority group members and women employed in each work classification on the project;

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

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

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

## III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of 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 *DBAconformance@dol.gov*. 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 *DBAconformance@dol.gov*, 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, 31 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 Acts-covered 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 40 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, 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. Such 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, 31 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)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 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 (https://www.sam.gov/). 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 (https://www.sam.gov/), 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# 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 | % | County | % | 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.
   - Plastic and polymer-based products: 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.
   - Fiber optic cable (including drop cable): 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 non-ferrous 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.
   - Lumber: All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
   - Drywall: 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 2 CFR 184, 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: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

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:

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. Itis 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.<br>. 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 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. 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.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |

| | |
|---|---|
| 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 |

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BRWI0002-002 06/01/2025

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 48.60 | 29.31 |

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BRWI0002-005 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 |

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BRWI0003-002 06/01/2024

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

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 38.45 | 27.41 |

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BRWI0004-002 06/01/2025

KENOSHA, RACINE, AND WALWORTH COUNTIES

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 44.71 | 28.90 |

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BRWI0006-002 06/01/2025

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 COUNTIES

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 40.34 | 29.49 |

BRWI0008-002 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 45.72 | 27.42 |

BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 38.45 | 27.41 |

BRWI0019-002 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 39.50 | 28.69 |

BRWI0034-002 06/01/2025

COLUMBIA AND SAUK COUNTIES

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | $ 41.17 | 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 | $ 47.57 | 31.17 |
| PILEDRIVERMAN | $ 47.71 | 30.98 |

CARP0231-002 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| CARPENTER | $ 47.73 | 31.52 |

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

| | Rates | Fringes |
|---|---|---|
| CARPENTER | $ 42.44 | 28.44 |
| Piledriver | $ 42.44 | 28.44 |

CARP0314-001 06/02/2025

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

| | Rates | Fringes |
|---|---|---|
| Carpenter | $ 42.45 | 28.78 |
| Piledrivermen | $ 44.45 | 28.78 |

CARP0361-004 05/05/2025

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

| | Rates | Fringes |
|---|---|---|
| CARPENTER | $ 46.82 | 31.92 |

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 |
|---|---|---|
| CARPENTER | $ 42.44 | 28.44 |
| PILEDRIVER | $ 42.44 | 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 |

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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 | $ 42.44 | 28.44 |
| PILEDRIVER | $ 42.44 | 28.44 |

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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 |

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CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

| | Rates | Fringes |
|---|---|---|
| CARPENTER | $ 42.44 | 28.44 |
| PILEDRIVER | $ 42.44 | 28.44 |

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CARP2337-009 06/03/2024

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

| | Rates | Fringes |
|---|---|---|
| PILEDRIVERMAN | $ 42.21 | 34.07 |

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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 |

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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

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ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

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

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ELEC0242-005 06/01/2025

DOUGLAS COUNTY

| | Rates | Fringes |
|---|---|---|
| Electricians: | $ 47.46 | 33.34 |

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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: | $ 40.19 | 26%+12.45 |

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ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

| | Rates | Fringes |
|---|---|---|
| Electricians: | $ 48.50 | 26.25 |

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ELEC0494-005 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Electricians: | $ 50.86 | 28.26 |

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ELEC0494-006 06/01/2025

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

| | Rates | Fringes |
|---|---|---|

Electricians:.....$ 45.20 25.27

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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 |

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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 |

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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 |

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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 |

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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 |

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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 |

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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 |

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LABO0113-002 06/02/2025

MILWAUKEE AND WAUKESHA COUNTIES

| | 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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LABO0113-003 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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LABO0113-011 06/02/2025

KENOSHA AND RACINE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Group 1 | $ 37.87 | 25.53 |
| Group 2 | $ 38.02 | 25.53 |
| Group 3 | $ 38.22 | 25.53 |
| Group 4 | $ 38.19 | 25.53 |
| Group 5 | $ 38.52 | 25.53 |
| Group 6 | $ 35.02 | 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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LABO0140-002 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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LABO0464-003 06/02/2025

DANE COUNTY

| | 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

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| New: | | |
| Brush, Roller | $ 38.17 | 27.26 |
| Spray, Sandblast, Steel | $ 38.77 | 27.26 |
| Repaint: | | |
| Brush, Roller | $ 36.67 | 27.26 |
| Spray, Sandblast, Steel | $ 37.27 | 27.26 |

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PAIN0108-002 06/01/2025

RACINE COUNTY

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| Brush, Roller | $ 43.64 | 23.35 |
| Spray & Sandblast | $ 44.64 | 23.35 |

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PAIN0259-002 05/01/2008

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

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 24.11 | 12.15 |

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PAIN0259-004 05/01/2015

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

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 22.03 | 12.45 |

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PAIN0781-002 06/01/2025

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| Bridge | $ 43.19 | 24.87 |
| Brush | $ 42.44 | 24.87 |
| Spray & Sandblast | $ 43.19 | 24.87 |

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PAIN0802-002 06/01/2025

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

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush | $ 37.65 | 21.17 |

PREMIUM PAY:
Structural Steel, Spray, Bridges = $1.00 additional per hour.

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PAIN0802-003 06/01/2025

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 37.65 | 21.17 |

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PAIN0934-001 06/01/2025

KENOSHA AND WALWORTH COUNTIES

| | Rates | Fringes |
|---|---|---|
| Painters: | | |
| Brush | $ 40.62 | 26.37 |
| Spray | $ 41.62 | 26.37 |
| Structural Steel | $ 40.77 | 26.37 |

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PAIN1011-002 06/01/2025

FLORENCE COUNTY

| | Rates | Fringes |
|---|---|---|
| Painters: | $ 31.17 | 15.92 |

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PLAS0599-002 06/01/2025

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | | |
| 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 | $ 39.57 | 28.70 |
| 3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic | $ 39.72 | 28.70 |

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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.

**Proposal ID:** 20251111019 **Project(s):** 6180-30-71, 6180-30-72, 6180-30-73, 6180-31-71

**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0002 | 108.4300<br>RBC Progress Schedule | 2.000<br>EACH | _____.____ | _____.____ |
| 0004 | 201.0105<br>Clearing | 16.000<br>STA | _____.____ | _____.____ |
| 0006 | 201.0120<br>Clearing | 45.000<br>ID | _____.____ | _____.____ |
| 0008 | 201.0205<br>Grubbing | 16.000<br>STA | _____.____ | _____.____ |
| 0010 | 201.0220<br>Grubbing | 45.000<br>ID | _____.____ | _____.____ |
| 0012 | 203.0100<br>Removing Small Pipe Culverts | 28.000<br>EACH | _____.____ | _____.____ |
| 0014 | 204.0100<br>Removing Concrete Pavement | 25,499.000<br>SY | _____.____ | _____.____ |
| 0016 | 204.0105<br>Removing Concrete Pavement Butt Joints | 2,097.000<br>SY | _____.____ | _____.____ |
| 0018 | 204.0110<br>Removing Asphaltic Surface | 44.000<br>SY | _____.____ | _____.____ |
| 0020 | 204.0115<br>Removing Asphaltic Surface Butt Joints | 1,688.000<br>SY | _____.____ | _____.____ |
| 0022 | 204.0120<br>Removing Asphaltic Surface Milling | 95.000<br>SY | _____.____ | _____.____ |
| 0024 | 204.0150<br>Removing Curb & Gutter | 3,849.000<br>LF | _____.____ | _____.____ |
| 0026 | 204.0155<br>Removing Concrete Sidewalk | 857.000<br>SY | _____.____ | _____.____ |
| 0028 | 204.0165<br>Removing Guardrail | 1,610.000<br>LF | _____.____ | _____.____ |
| 0030 | 204.0170<br>Removing Fence | 579.000<br>LF | _____.____ | _____.____ |

**Proposal ID:** 20251111019 **Project(s):** 6180-30-71, 6180-30-72, 6180-30-73, 6180-31-71

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**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0032 | 204.0195<br>Removing Concrete Bases | 11.000<br>EACH | _____.____ | _____.____ |
| 0034 | 205.0100<br>Excavation Common | 60,519.000<br>CY | _____.____ | _____.____ |
| 0036 | 206.2001<br>Excavation for Structures Culverts (structure) 01. B-70-0098 | 1.000<br>EACH | _____.____ | _____.____ |
| 0038 | 206.2001<br>Excavation for Structures Culverts (structure) 02. B-70-0099 | 1.000<br>EACH | _____.____ | _____.____ |
| 0040 | 211.0101<br>Prepare Foundation for Asphaltic Paving (project) 01. 6180-30-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0042 | 211.0101<br>Prepare Foundation for Asphaltic Paving (project) 02. 6180-31-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0044 | 213.0100<br>Finishing Roadway (project) 01. 6180-30-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0046 | 213.0100<br>Finishing Roadway (project) 02. 6180-30-72 | 1.000<br>EACH | _____.____ | _____.____ |
| 0048 | 213.0100<br>Finishing Roadway (project) 03. 6180-30-73 | 1.000<br>EACH | _____.____ | _____.____ |
| 0050 | 213.0100<br>Finishing Roadway (project) 04. 6180-31-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0052 | 305.0110<br>Base Aggregate Dense 3/4-Inch | 5,285.000<br>TON | _____.____ | _____.____ |
| 0054 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch | 24,295.000<br>TON | _____.____ | _____.____ |
| 0056 | 310.0115<br>Base Aggregate Open-Graded | 9.800<br>CY | _____.____ | _____.____ |
| 0058 | 312.0110<br>Select Crushed Material | 47,751.000<br>TON | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0060 | 371.2000.S<br>QMP Base Aggregate Dense 1 1/4-Inch Compaction | 23.000<br>EACH | _____.____ | _____.____ |
| 0062 | 390.0100<br>Removing Pavement for Base Patching | 2,330.000<br>CY | _____.____ | _____.____ |
| 0064 | 390.0305<br>Base Patching Concrete HES | 2,310.000<br>CY | _____.____ | _____.____ |
| 0066 | 390.0405<br>Base Patching Concrete SHES | 20.000<br>CY | _____.____ | _____.____ |
| 0068 | 405.0100<br>Coloring Concrete WisDOT Red | 1,018.000<br>CY | _____.____ | _____.____ |
| 0070 | 415.2010<br>Concrete Truck Apron 12-inch | 1,863.000<br>SY | _____.____ | _____.____ |
| 0072 | 416.0610<br>Drilled Tie Bars | 3,888.000<br>EACH | _____.____ | _____.____ |
| 0074 | 416.0620<br>Drilled Dowel Bars | 10,434.000<br>EACH | _____.____ | _____.____ |
| 0076 | 416.1710<br>Concrete Pavement Repair | 122.000<br>SY | _____.____ | _____.____ |
| 0078 | 416.1720<br>Concrete Pavement Replacement | 608.000<br>SY | _____.____ | _____.____ |
| 0080 | 420.1000<br>Continuous Diamond Grinding Concrete Pavement | 16,160.000<br>SY | _____.____ | _____.____ |
| 0082 | 450.4000<br>HMA Cold Weather Paving | 1,015.000<br>TON | _____.____ | _____.____ |
| 0084 | 455.0605<br>Tack Coat | 18,353.000<br>GAL | _____.____ | _____.____ |
| 0086 | 460.0105.S<br>HMA Percent Within Limits (PWL) Test Strip Volumetrics | 1.000<br>EACH | _____.____ | _____.____ |
| 0088 | 460.0110.S<br>HMA Percent Within Limits (PWL) Test Strip Density | 1.000<br>EACH | _____.____ | _____.____ |

**Proposal ID:** 20251111019 **Project(s):** 6180-30-71, 6180-30-72, 6180-30-73, 6180-31-71

**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0090 | 460.2000<br>Incentive Density HMA Pavement | 12,940.000<br>DOL | 1.00000 | 12,940.00 |
| 0092 | 460.2005<br>Incentive Density PWL HMA Pavement | 7,850.000<br>DOL | 1.00000 | 7,850.00 |
| 0094 | 460.2007<br>Incentive Density HMA Pavement Longitudinal Joints | 4,920.000<br>DOL | 1.00000 | 4,920.00 |
| 0096 | 460.2010<br>Incentive Air Voids HMA Pavement | 14,520.000<br>DOL | 1.00000 | 14,520.00 |
| 0098 | 460.6224<br>HMA Pavement 4 MT 58-28 S | 14,520.000<br>TON | _____.____ | _____.____ |
| 0100 | 460.7223<br>HMA Pavement 3 HT 58-28 S | 16,045.000<br>TON | _____.____ | _____.____ |
| 0102 | 460.7424<br>HMA Pavement 4 HT 58-28 H | 4,147.000<br>TON | _____.____ | _____.____ |
| 0104 | 465.0105<br>Asphaltic Surface | 10.000<br>TON | _____.____ | _____.____ |
| 0106 | 465.0120<br>Asphaltic Surface Driveways and Field Entrances | 436.000<br>TON | _____.____ | _____.____ |
| 0108 | 465.0125<br>Asphaltic Surface Temporary | 13.000<br>TON | _____.____ | _____.____ |
| 0110 | 465.0315<br>Asphaltic Flumes | 90.000<br>SY | _____.____ | _____.____ |
| 0112 | 465.0560<br>Asphaltic Rumble Strips, Centerline | 741.000<br>LF | _____.____ | _____.____ |
| 0114 | 520.3318<br>Culvert Pipe Class III-A 18-Inch | 294.000<br>LF | _____.____ | _____.____ |
| 0116 | 520.3324<br>Culvert Pipe Class III-A 24-Inch | 34.000<br>LF | _____.____ | _____.____ |
| 0118 | 520.8000<br>Concrete Collars for Pipe | 5.000<br>EACH | _____.____ | _____.____ |

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**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0120 | 521.1018<br>Apron Endwalls for Culvert Pipe Steel 18-Inch | 25.000<br>EACH | _____.____ | _____.____ |
| 0122 | 521.1024<br>Apron Endwalls for Culvert Pipe Steel 24-Inch | 1.000<br>EACH | _____.____ | _____.____ |
| 0124 | 521.1217<br>Apron Endwalls for Pipe Arch Steel 17x13-Inch | 2.000<br>EACH | _____.____ | _____.____ |
| 0126 | 521.1257<br>Apron Endwalls for Pipe Arch Steel 57x38-Inch | 2.000<br>EACH | _____.____ | _____.____ |
| 0128 | 521.1515<br>Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 6 to 1 | 2.000<br>EACH | _____.____ | _____.____ |
| 0130 | 521.1518<br>Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 6 to 1 | 14.000<br>EACH | _____.____ | _____.____ |
| 0132 | 521.1524<br>Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 24-Inch 6 to 1 | 4.000<br>EACH | _____.____ | _____.____ |
| 0134 | 521.3118<br>Culvert Pipe Corrugated Steel 18-Inch | 194.000<br>LF | _____.____ | _____.____ |
| 0136 | 521.3124<br>Culvert Pipe Corrugated Steel 24-Inch | 36.000<br>LF | _____.____ | _____.____ |
| 0138 | 521.3717<br>Pipe Arch Corrugated Steel 17x13-Inch | 38.000<br>LF | _____.____ | _____.____ |
| 0140 | 521.3757<br>Pipe Arch Corrugated Steel 57x38-Inch | 56.000<br>LF | _____.____ | _____.____ |
| 0142 | 522.0142<br>Culvert Pipe Reinforced Concrete Class III 42-Inch | 88.000<br>LF | _____.____ | _____.____ |
| 0144 | 522.0436<br>Culvert Pipe Reinforced Concrete Class IV 36-Inch | 124.000<br>LF | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0146 | 522.1012<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch | 17.000<br>EACH | _____.____ | _____.____ |
| 0148 | 522.1015<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch | 2.000<br>EACH | _____.____ | _____.____ |
| 0150 | 522.1018<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch | 1.000<br>EACH | _____.____ | _____.____ |
| 0152 | 522.1024<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch | 5.000<br>EACH | _____.____ | _____.____ |
| 0154 | 522.1036<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch | 4.000<br>EACH | _____.____ | _____.____ |
| 0156 | 522.1042<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch | 2.000<br>EACH | _____.____ | _____.____ |
| 0158 | 522.2629<br>Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch | 2.000<br>EACH | _____.____ | _____.____ |
| 0160 | 531.2042<br>Drilling Shaft 42-Inch | 54.000<br>LF | _____.____ | _____.____ |
| 0162 | 531.5130<br>Foundation Single-Shaft Type MC-III (structure) 01. S-70-0390 | 1.000<br>EACH | _____.____ | _____.____ |
| 0164 | 531.5130<br>Foundation Single-Shaft Type MC-III (structure) 02. S-70-0391 | 1.000<br>EACH | _____.____ | _____.____ |
| 0166 | 531.5130<br>Foundation Single-Shaft Type MC-III (structure) 03. S-70-0392 | 1.000<br>EACH | _____.____ | _____.____ |
| 0168 | 532.5130<br>Monotube Cantilever Type III (structure) 01. S-70-0390 | 1.000<br>EACH | _____.____ | _____.____ |

**Proposal ID:** 20251111019 **Project(s):** 6180-30-71, 6180-30-72, 6180-30-73, 6180-31-71

**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0170 | 532.5130<br>Monotube Cantilever Type III (structure) 02. S-70-0391 | 1.000<br>EACH | _____.____ | _____.____ |
| 0172 | 532.5130<br>Monotube Cantilever Type III (structure) 03. S-70-0392 | 1.000<br>EACH | _____.____ | _____.____ |
| 0174 | 601.0409<br>Concrete Curb & Gutter 30-Inch Type A | 1,165.000<br>LF | _____.____ | _____.____ |
| 0176 | 601.0411<br>Concrete Curb & Gutter 30-Inch Type D | 946.000<br>LF | _____.____ | _____.____ |
| 0178 | 601.0553<br>Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D | 172.000<br>LF | _____.____ | _____.____ |
| 0180 | 601.0555<br>Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A | 1,534.000<br>LF | _____.____ | _____.____ |
| 0182 | 601.0600<br>Concrete Curb Pedestrian | 1,132.000<br>LF | _____.____ | _____.____ |
| 0184 | 602.0405<br>Concrete Sidewalk 4-Inch | 44,350.000<br>SF | _____.____ | _____.____ |
| 0186 | 602.0410<br>Concrete Sidewalk 5-Inch | 19,141.000<br>SF | _____.____ | _____.____ |
| 0188 | 602.0415<br>Concrete Sidewalk 6-Inch | 3,501.000<br>SF | _____.____ | _____.____ |
| 0190 | 602.0505<br>Curb Ramp Detectable Warning Field Yellow | 359.000<br>SF | _____.____ | _____.____ |
| 0192 | 602.0515<br>Curb Ramp Detectable Warning Field Natural Patina | 880.000<br>SF | _____.____ | _____.____ |
| 0194 | 602.0605<br>Curb Ramp Detectable Warning Field Radial Yellow | 305.000<br>SF | _____.____ | _____.____ |
| 0196 | 602.0615<br>Curb Ramp Detectable Warning Field Radial Natural Patina | 66.000<br>SF | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

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|---|---|---|---|---|
| 0198 | 602.0810<br>Concrete Driveway 6-Inch | 80.000<br>SY | _____.____ | _____.____ |
| 0200 | 602.0820<br>Concrete Driveway 8-Inch | 9.000<br>SY | _____.____ | _____.____ |
| 0202 | 602.3260<br>Concrete Rumble Strips, Centerline | 18,045.000<br>LF | _____.____ | _____.____ |
| 0204 | 606.0200<br>Riprap Medium | 124.000<br>CY | _____.____ | _____.____ |
| 0206 | 608.0312<br>Storm Sewer Pipe Reinforced Concrete Class III 12-Inch | 133.000<br>LF | _____.____ | _____.____ |
| 0208 | 608.0318<br>Storm Sewer Pipe Reinforced Concrete Class III 18-Inch | 131.000<br>LF | _____.____ | _____.____ |
| 0210 | 608.0412<br>Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch | 1,227.000<br>LF | _____.____ | _____.____ |
| 0212 | 608.0415<br>Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch | 108.000<br>LF | _____.____ | _____.____ |
| 0214 | 608.0418<br>Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch | 87.000<br>LF | _____.____ | _____.____ |
| 0216 | 608.0424<br>Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch | 613.000<br>LF | _____.____ | _____.____ |
| 0218 | 608.0436<br>Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch | 87.000<br>LF | _____.____ | _____.____ |
| 0220 | 608.2429<br>Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch | 138.000<br>LF | _____.____ | _____.____ |
| 0222 | 608.3012<br>Storm Sewer Pipe Class III-A 12-Inch | 84.000<br>LF | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

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|---|---|---|---|---|
| 0224 | 608.3015<br>Storm Sewer Pipe Class III-A 15-Inch | 146.000<br>LF | _____.____ | _____.____ |
| 0226 | 608.3018<br>Storm Sewer Pipe Class III-A 18-Inch | 67.000<br>LF | _____.____ | _____.____ |
| 0228 | 611.0530<br>Manhole Covers Type J | 4.000<br>EACH | _____.____ | _____.____ |
| 0230 | 611.0612<br>Inlet Covers Type C | 3.000<br>EACH | _____.____ | _____.____ |
| 0232 | 611.0624<br>Inlet Covers Type H | 40.000<br>EACH | _____.____ | _____.____ |
| 0234 | 611.0627<br>Inlet Covers Type HM | 10.000<br>EACH | _____.____ | _____.____ |
| 0236 | 611.0636<br>Inlet Covers Type HM-S | 3.000<br>EACH | _____.____ | _____.____ |
| 0238 | 611.0639<br>Inlet Covers Type H-S | 7.000<br>EACH | _____.____ | _____.____ |
| 0240 | 611.0642<br>Inlet Covers Type MS | 1.000<br>EACH | _____.____ | _____.____ |
| 0242 | 611.0652<br>Inlet Covers Type T | 6.000<br>EACH | _____.____ | _____.____ |
| 0244 | 611.1005<br>Catch Basins 5-FT Diameter | 3.000<br>EACH | _____.____ | _____.____ |
| 0246 | 611.1230<br>Catch Basins 2x3-FT | 3.000<br>EACH | _____.____ | _____.____ |
| 0248 | 611.2003<br>Manholes 3-FT Diameter | 1.000<br>EACH | _____.____ | _____.____ |
| 0250 | 611.2004<br>Manholes 4-FT Diameter | 3.000<br>EACH | _____.____ | _____.____ |
| 0252 | 611.2005<br>Manholes 5-FT Diameter | 3.000<br>EACH | _____.____ | _____.____ |
| 0254 | 611.3003<br>Inlets 3-FT Diameter | 2.000<br>EACH | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

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|---|---|---|---|---|
| 0256 | 611.3004<br>Inlets 4-FT Diameter | 5.000<br>EACH | _____.____ | _____.____ |
| 0258 | 611.3230<br>Inlets 2x3-FT | 48.000<br>EACH | _____.____ | _____.____ |
| 0260 | 611.3901<br>Inlets Median 1 Grate | 1.000<br>EACH | _____.____ | _____.____ |
| 0262 | 611.8110<br>Adjusting Manhole Covers | 24.000<br>EACH | _____.____ | _____.____ |
| 0264 | 611.8115<br>Adjusting Inlet Covers | 5.000<br>EACH | _____.____ | _____.____ |
| 0266 | 612.0106<br>Pipe Underdrain 6-Inch | 312.000<br>LF | _____.____ | _____.____ |
| 0268 | 614.0010<br>Barrier System Grading Shaping Finishing | 4.000<br>EACH | _____.____ | _____.____ |
| 0270 | 614.2300<br>MGS Guardrail 3 | 1,463.000<br>LF | _____.____ | _____.____ |
| 0272 | 614.2310<br>MGS Guardrail 3 HS | 141.000<br>LF | _____.____ | _____.____ |
| 0274 | 614.2500<br>MGS Thrie Beam Transition | 156.000<br>LF | _____.____ | _____.____ |
| 0276 | 614.2610<br>MGS Guardrail Terminal EAT | 8.000<br>EACH | _____.____ | _____.____ |
| 0278 | 614.2620<br>MGS Guardrail Terminal Type 2 | 4.000<br>EACH | _____.____ | _____.____ |
| 0280 | 614.8010<br>Anchor Post Assembly Top Mount | 19.000<br>EACH | _____.____ | _____.____ |
| 0282 | 618.0100<br>Maintenance and Repair of Haul Roads (project) 01. 6180-30-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0284 | 618.0100<br>Maintenance and Repair of Haul Roads (project) 02. 6180-30-72 | 1.000<br>EACH | _____.____ | _____.____ |

**Proposal ID:** 20251111019 **Project(s):** 6180-30-71, 6180-30-72, 6180-30-73, 6180-31-71

**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0286 | 618.0100<br>Maintenance and Repair of Haul Roads (project) 03. 6180-30-73 | 1.000<br>EACH | _____.____ | _____.____ |
| 0288 | 618.0100<br>Maintenance and Repair of Haul Roads (project) 04. 6180-31-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0290 | 619.1000<br>Mobilization | 1.000<br>EACH | _____.____ | _____.____ |
| 0292 | 620.0300<br>Concrete Median Sloped Nose | 1,872.000<br>SF | _____.____ | _____.____ |
| 0294 | 624.0100<br>Water | 319.900<br>MGAL | _____.____ | _____.____ |
| 0296 | 625.0100<br>Topsoil | 36,235.000<br>SY | _____.____ | _____.____ |
| 0298 | 625.0500<br>Salvaged Topsoil | 36,049.000<br>SY | _____.____ | _____.____ |
| 0300 | 627.0200<br>Mulching | 32,619.000<br>SY | _____.____ | _____.____ |
| 0302 | 628.1504<br>Silt Fence | 8,264.000<br>LF | _____.____ | _____.____ |
| 0304 | 628.1520<br>Silt Fence Maintenance | 8,264.000<br>LF | _____.____ | _____.____ |
| 0306 | 628.1905<br>Mobilizations Erosion Control | 30.000<br>EACH | _____.____ | _____.____ |
| 0308 | 628.1910<br>Mobilizations Emergency Erosion Control | 11.000<br>EACH | _____.____ | _____.____ |
| 0310 | 628.2004<br>Erosion Mat Class I Type B | 20,555.000<br>SY | _____.____ | _____.____ |
| 0312 | 628.2006<br>Erosion Mat Urban Class I Type A | 575.000<br>SY | _____.____ | _____.____ |
| 0314 | 628.2008<br>Erosion Mat Urban Class I Type B | 18,530.000<br>SY | _____.____ | _____.____ |

**Proposal ID:** 20251111019 **Project(s):** 6180-30-71, 6180-30-72, 6180-30-73, 6180-31-71

**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0316 | 628.7005<br>Inlet Protection Type A | 47.000<br>EACH | _____.____ | _____.____ |
| 0318 | 628.7010<br>Inlet Protection Type B | 2.000<br>EACH | _____.____ | _____.____ |
| 0320 | 628.7015<br>Inlet Protection Type C | 113.000<br>EACH | _____.____ | _____.____ |
| 0322 | 628.7504<br>Temporary Ditch Checks | 970.000<br>LF | _____.____ | _____.____ |
| 0324 | 628.7555<br>Culvert Pipe Checks | 100.000<br>EACH | _____.____ | _____.____ |
| 0326 | 628.7560<br>Tracking Pads | 8.000<br>EACH | _____.____ | _____.____ |
| 0328 | 628.7570<br>Rock Bags | 26.000<br>EACH | _____.____ | _____.____ |
| 0330 | 629.0210<br>Fertilizer Type B | 50.600<br>CWT | _____.____ | _____.____ |
| 0332 | 630.0110<br>Seeding Mixture No. 10 | 165.000<br>LB | _____.____ | _____.____ |
| 0334 | 630.0130<br>Seeding Mixture No. 30 | 2,011.000<br>LB | _____.____ | _____.____ |
| 0336 | 630.0140<br>Seeding Mixture No. 40 | 320.000<br>LB | _____.____ | _____.____ |
| 0338 | 630.0200<br>Seeding Temporary | 1,455.000<br>LB | _____.____ | _____.____ |
| 0340 | 630.0500<br>Seed Water | 1,610.000<br>MGAL | _____.____ | _____.____ |
| 0342 | 633.5200<br>Markers Culvert End | 21.000<br>EACH | _____.____ | _____.____ |
| 0344 | 634.0614<br>Posts Wood 4x6-Inch X 14-FT | 57.000<br>EACH | _____.____ | _____.____ |
| 0346 | 634.0616<br>Posts Wood 4x6-Inch X 16-FT | 62.000<br>EACH | _____.____ | _____.____ |

**Proposal ID:** 20251111019 **Project(s):** 6180-30-71, 6180-30-72, 6180-30-73, 6180-31-71

**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0348 | 634.0618<br>Posts Wood 4x6-Inch X 18-FT | 16.000<br>EACH | _____.____ | _____.____ |
| 0350 | 634.0812<br>Posts Tubular Steel 2x2-Inch X 12-FT | 4.000<br>EACH | _____.____ | _____.____ |
| 0352 | 637.0620<br>Sign Flags Permanent Type II | 2.000<br>EACH | _____.____ | _____.____ |
| 0354 | 637.2210<br>Signs Type II Reflective H | 1,183.680<br>SF | _____.____ | _____.____ |
| 0356 | 637.2230<br>Signs Type II Reflective F | 200.670<br>SF | _____.____ | _____.____ |
| 0358 | 638.2602<br>Removing Signs Type II | 47.000<br>EACH | _____.____ | _____.____ |
| 0360 | 638.3000<br>Removing Small Sign Supports | 64.000<br>EACH | _____.____ | _____.____ |
| 0362 | 642.5401<br>Field Office Type D | 1.000<br>EACH | _____.____ | _____.____ |
| 0364 | 643.0300<br>Traffic Control Drums | 73,547.000<br>DAY | _____.____ | _____.____ |
| 0366 | 643.0420<br>Traffic Control Barricades Type III | 20,191.000<br>DAY | _____.____ | _____.____ |
| 0368 | 643.0705<br>Traffic Control Warning Lights Type A | 37,027.000<br>DAY | _____.____ | _____.____ |
| 0370 | 643.0715<br>Traffic Control Warning Lights Type C | 10,044.000<br>DAY | _____.____ | _____.____ |
| 0372 | 643.0810<br>Traffic Control Connected Arrow Boards | 177.000<br>DAY | _____.____ | _____.____ |
| 0374 | 643.0900<br>Traffic Control Signs | 69,167.000<br>DAY | _____.____ | _____.____ |
| 0376 | 643.0910<br>Traffic Control Covering Signs Type I | 15.000<br>EACH | _____.____ | _____.____ |
| 0378 | 643.0920<br>Traffic Control Covering Signs Type II | 33.000<br>EACH | _____.____ | _____.____ |

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**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0380 | 643.1000<br>Traffic Control Signs Fixed Message | 372.000<br>SF | _____.____ | _____.____ |
| 0382 | 643.1050<br>Traffic Control Signs PCMS | 315.000<br>DAY | _____.____ | _____.____ |
| 0384 | 643.1220<br>Traffic Control Connected Work Zone Start and End Location Markers | 177.000<br>DAY | _____.____ | _____.____ |
| 0386 | 643.3165<br>Temporary Marking Line Paint 6-Inch | 28,276.000<br>LF | _____.____ | _____.____ |
| 0388 | 643.3520<br>Temporary Marking Arrow Epoxy | 2.000<br>EACH | _____.____ | _____.____ |
| 0390 | 643.3805<br>Temporary Marking Stop Line Paint 18-Inch | 36.000<br>LF | _____.____ | _____.____ |
| 0392 | 643.5000<br>Traffic Control | 1.000<br>EACH | _____.____ | _____.____ |
| 0394 | 644.1601<br>Temporary Pedestrian Curb Ramp | 50.000<br>DAY | _____.____ | _____.____ |
| 0396 | 644.1810<br>Temporary Pedestrian Barricade | 11,156.000<br>LF | _____.____ | _____.____ |
| 0398 | 644.1900.S<br>Temporary Audible Message Devices | 717.000<br>DAY | _____.____ | _____.____ |
| 0400 | 645.0111<br>Geotextile Type DF Schedule A | 82.000<br>SY | _____.____ | _____.____ |
| 0402 | 645.0120<br>Geotextile Type HR | 455.000<br>SY | _____.____ | _____.____ |
| 0404 | 646.2020<br>Marking Line Epoxy 6-Inch | 23,515.000<br>LF | _____.____ | _____.____ |
| 0406 | 646.2040<br>Marking Line Grooved Wet Ref Epoxy 6-Inch | 125,600.000<br>LF | _____.____ | _____.____ |
| 0408 | 646.3020<br>Marking Line Epoxy 8-Inch | 28.000<br>LF | _____.____ | _____.____ |

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**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0410 | 646.4020<br>Marking Line Epoxy 10-Inch | 1,007.000<br>LF | _____.____ | _____.____ |
| 0412 | 646.4040<br>Marking Line Grooved Wet Ref Epoxy 10-Inch | 4,307.000<br>LF | _____.____ | _____.____ |
| 0414 | 646.5020<br>Marking Arrow Epoxy | 33.000<br>EACH | _____.____ | _____.____ |
| 0416 | 646.5120<br>Marking Word Epoxy | 12.000<br>EACH | _____.____ | _____.____ |
| 0418 | 646.5220<br>Marking Symbol Epoxy | 5.000<br>EACH | _____.____ | _____.____ |
| 0420 | 646.6120<br>Marking Stop Line Epoxy 18-Inch | 405.000<br>LF | _____.____ | _____.____ |
| 0422 | 646.6320<br>Marking Dotted Extension Epoxy 18-Inch | 272.000<br>LF | _____.____ | _____.____ |
| 0424 | 646.7120<br>Marking Diagonal Epoxy 12-Inch | 897.000<br>LF | _____.____ | _____.____ |
| 0426 | 646.7220<br>Marking Chevron Epoxy 24-Inch | 203.000<br>LF | _____.____ | _____.____ |
| 0428 | 646.7420<br>Marking Crosswalk Epoxy Transverse Line 6-Inch | 3,818.000<br>LF | _____.____ | _____.____ |
| 0430 | 646.8120<br>Marking Curb Epoxy | 1,619.000<br>LF | _____.____ | _____.____ |
| 0432 | 646.8220<br>Marking Island Nose Epoxy | 19.000<br>EACH | _____.____ | _____.____ |
| 0434 | 646.8320<br>Marking Parking Stall Epoxy | 235.000<br>LF | _____.____ | _____.____ |
| 0436 | 646.9000<br>Marking Removal Line 4-Inch | 561.000<br>LF | _____.____ | _____.____ |
| 0438 | 646.9002<br>Marking Removal Line 6-Inch | 1,386.000<br>LF | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0440 | 646.9200<br>Marking Removal Line Wide | 24.000<br>LF | _____.____ | _____.____ |
| 0442 | 646.9310<br>Marking Removal Special Marking Water Blasting | 2.000<br>EACH | _____.____ | _____.____ |
| 0444 | 650.4000<br>Construction Staking Storm Sewer | 106.000<br>EACH | _____.____ | _____.____ |
| 0446 | 650.4500<br>Construction Staking Subgrade | 20,597.000<br>LF | _____.____ | _____.____ |
| 0448 | 650.5000<br>Construction Staking Base | 20,597.000<br>LF | _____.____ | _____.____ |
| 0450 | 650.5500<br>Construction Staking Curb Gutter and Curb & Gutter | 18,658.000<br>LF | _____.____ | _____.____ |
| 0452 | 650.6000<br>Construction Staking Pipe Culverts | 8.000<br>EACH | _____.____ | _____.____ |
| 0454 | 650.8000<br>Construction Staking Resurfacing Reference | 6,444.000<br>LF | _____.____ | _____.____ |
| 0456 | 650.8501<br>Construction Staking Electrical Installations (project) 01. 6180-30-72 | 1.000<br>EACH | _____.____ | _____.____ |
| 0458 | 650.8501<br>Construction Staking Electrical Installations (project) 02. 6180-30-73 | 1.000<br>EACH | _____.____ | _____.____ |
| 0460 | 650.9000<br>Construction Staking Curb Ramps | 113.000<br>EACH | _____.____ | _____.____ |
| 0462 | 650.9500<br>Construction Staking Sidewalk (project) 01. 6180-30-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0464 | 650.9500<br>Construction Staking Sidewalk (project) 02. 6180-31-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0466 | 650.9911<br>Construction Staking Supplemental Control (project) 01. 6180-30-71 | 1.000<br>EACH | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0468 | 650.9911<br>Construction Staking Supplemental Control (project) 02. 6180-30-72 | 1.000<br>EACH | _____.____ | _____.____ |
| 0470 | 650.9911<br>Construction Staking Supplemental Control (project) 03. 6180-30-73 | 1.000<br>EACH | _____.____ | _____.____ |
| 0472 | 650.9911<br>Construction Staking Supplemental Control (project) 04. 6180-31-71 | 1.000<br>EACH | _____.____ | _____.____ |
| 0474 | 650.9920<br>Construction Staking Slope Stakes | 20,597.000<br>LF | _____.____ | _____.____ |
| 0476 | 652.0210<br>Conduit Rigid Nonmetallic Schedule 40 1-Inch | 640.000<br>LF | _____.____ | _____.____ |
| 0478 | 652.0225<br>Conduit Rigid Nonmetallic Schedule 40 2-Inch | 7,292.000<br>LF | _____.____ | _____.____ |
| 0480 | 652.0235<br>Conduit Rigid Nonmetallic Schedule 40 3-Inch | 425.000<br>LF | _____.____ | _____.____ |
| 0482 | 652.0615<br>Conduit Special 3-Inch | 1,425.000<br>LF | _____.____ | _____.____ |
| 0484 | 652.0800<br>Conduit Loop Detector | 1,816.000<br>LF | _____.____ | _____.____ |
| 0486 | 653.0164<br>Pull Boxes Non-Conductive 24x42-Inch | 58.000<br>EACH | _____.____ | _____.____ |
| 0488 | 653.0905<br>Removing Pull Boxes | 41.000<br>EACH | _____.____ | _____.____ |
| 0490 | 654.0101<br>Concrete Bases Type 1 | 17.000<br>EACH | _____.____ | _____.____ |
| 0492 | 654.0102<br>Concrete Bases Type 2 | 2.000<br>EACH | _____.____ | _____.____ |
| 0494 | 654.0105<br>Concrete Bases Type 5 | 53.000<br>EACH | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0496 | 654.0217<br>Concrete Control Cabinet Bases Type 9 Special | 1.000<br>EACH | _____.____ | _____.____ |
| 0498 | 654.0220<br>Concrete Control Cabinet Bases Type 10 | 3.000<br>EACH | _____.____ | _____.____ |
| 0500 | 655.0230<br>Cable Traffic Signal 5-14 AWG | 6,561.000<br>LF | _____.____ | _____.____ |
| 0502 | 655.0240<br>Cable Traffic Signal 7-14 AWG | 1,132.000<br>LF | _____.____ | _____.____ |
| 0504 | 655.0260<br>Cable Traffic Signal 12-14 AWG | 1,914.000<br>LF | _____.____ | _____.____ |
| 0506 | 655.0305<br>Cable Type UF 2-12 AWG Grounded | 1,939.000<br>LF | _____.____ | _____.____ |
| 0508 | 655.0515<br>Electrical Wire Traffic Signals 10 AWG | 3,461.000<br>LF | _____.____ | _____.____ |
| 0510 | 655.0610<br>Electrical Wire Lighting 12 AWG | 8,100.000<br>LF | _____.____ | _____.____ |
| 0512 | 655.0615<br>Electrical Wire Lighting 10 AWG | 25,841.000<br>LF | _____.____ | _____.____ |
| 0514 | 655.0700<br>Loop Detector Lead In Cable | 5,915.000<br>LF | _____.____ | _____.____ |
| 0516 | 655.0800<br>Loop Detector Wire | 6,848.000<br>LF | _____.____ | _____.____ |
| 0518 | 655.0900<br>Traffic Signal EVP Detector Cable | 379.000<br>LF | _____.____ | _____.____ |
| 0520 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 01. CTH FF/Reighmoor Rd Intersection | 1.000<br>EACH | _____.____ | _____.____ |
| 0522 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 02. Sand Pit Rd Intersection | 1.000<br>EACH | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0524 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 03. S-70-0645 (STH 21 & OAKWOOD) | 1.000<br>EACH | _____.____ | _____.____ |
| 0526 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 04. STH 21 & Leonard Point Rd | 1.000<br>EACH | _____.____ | _____.____ |
| 0528 | 657.0100<br>Pedestal Bases | 16.000<br>EACH | _____.____ | _____.____ |
| 0530 | 657.0255<br>Transformer Bases Breakaway 11 1/2-Inch Bolt Circle | 55.000<br>EACH | _____.____ | _____.____ |
| 0532 | 657.0310<br>Poles Type 3 | 2.000<br>EACH | _____.____ | _____.____ |
| 0534 | 657.0322<br>Poles Type 5-Aluminum | 53.000<br>EACH | _____.____ | _____.____ |
| 0536 | 657.0420<br>Traffic Signal Standards Aluminum 13-FT | 4.000<br>EACH | _____.____ | _____.____ |
| 0538 | 657.0425<br>Traffic Signal Standards Aluminum 15-FT | 2.000<br>EACH | _____.____ | _____.____ |
| 0540 | 657.0430<br>Traffic Signal Standards Aluminum 10-FT | 10.000<br>EACH | _____.____ | _____.____ |
| 0542 | 657.0595<br>Trombone Arms 25-FT | 2.000<br>EACH | _____.____ | _____.____ |
| 0544 | 657.0709<br>Luminaire Arms Truss Type 4-Inch Clamp 12-FT | 2.000<br>EACH | _____.____ | _____.____ |
| 0546 | 657.0710<br>Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT | 53.000<br>EACH | _____.____ | _____.____ |
| 0548 | 658.0173<br>Traffic Signal Face 3S 12-Inch | 8.000<br>EACH | _____.____ | _____.____ |
| 0550 | 658.0174<br>Traffic Signal Face 4S 12-Inch | 2.000<br>EACH | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

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|---|---|---|---|---|
| 0552 | 658.0416<br>Pedestrian Signal Face 16-Inch | 16.000<br>EACH | _____.____ | _____.____ |
| 0554 | 658.0500<br>Pedestrian Push Buttons | 16.000<br>EACH | _____.____ | _____.____ |
| 0556 | 658.5070<br>Signal Mounting Hardware (location) 01. STH 21 & Oakwood | 1.000<br>EACH | _____.____ | _____.____ |
| 0558 | 658.5070<br>Signal Mounting Hardware (location) 02. STH 21 & Westhaven | 1.000<br>EACH | _____.____ | _____.____ |
| 0560 | 659.1120<br>Luminaires Utility LED B | 55.000<br>EACH | _____.____ | _____.____ |
| 0562 | 659.5000.S<br>Lamp, Ballast, LED, Switch Disposal by Contractor | 34.000<br>EACH | _____.____ | _____.____ |
| 0564 | 661.0201<br>Temporary Traffic Signals for Intersections (location) 01. Leonard Point Road and Omro Road | 2.000<br>EACH | _____.____ | _____.____ |
| 0566 | 690.0150<br>Sawing Asphalt | 1,065.000<br>LF | _____.____ | _____.____ |
| 0568 | 690.0250<br>Sawing Concrete | 33,980.000<br>LF | _____.____ | _____.____ |
| 0570 | 740.0440<br>Incentive IRI Ride | 46,140.000<br>DOL | 1.00000 | 46,140.00 |
| 0572 | ASP.1T0A<br>On-the-Job Training Apprentice at $5.00/HR | 2,100.000<br>HRS | 5.00000 | 10,500.00 |
| 0574 | ASP.1T0G<br>On-the-Job Training Graduate at $5.00/HR | 5,760.000<br>HRS | 5.00000 | 28,800.00 |
| 0576 | SPV.0035<br>Special 01. Foundation Backfill | 583.000<br>CY | _____.____ | _____.____ |
| 0578 | SPV.0060<br>Special 01. Inlet Cover Special | 1.000<br>EACH | _____.____ | _____.____ |

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**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

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|---|---|---|---|---|
| 0580 | SPV.0060<br>Special 02. Inlets 2x2.5-FT Special | 6.000<br>EACH | _____.____ | _____.____ |
| 0582 | SPV.0060<br>Special 03. Removing Traffic Signals STH 21 & Oakwood | 1.000<br>EACH | _____.____ | _____.____ |
| 0584 | SPV.0060<br>Special 04. Removing Traffic Signals STH 21 & Westhaven | 1.000<br>EACH | _____.____ | _____.____ |
| 0586 | SPV.0060<br>Special 05. Adjusting Sanitary Manhole Covers | 26.000<br>EACH | _____.____ | _____.____ |
| 0588 | SPV.0060<br>Special 06. Adjusting Water Valve Boxes | 18.000<br>EACH | _____.____ | _____.____ |
| 0590 | SPV.0060<br>Special 07. Temporary Vehicle Detection Leonard Point Rd and Omro Rd | 1.000<br>EACH | _____.____ | _____.____ |
| 0592 | SPV.0060<br>Special 08. Removing Sign, Foundation, and Various Items - Parcel 37 | 1.000<br>EACH | _____.____ | _____.____ |
| 0594 | SPV.0085<br>Special 01. Seeding Low Maintenance Fescue | 102.000<br>LB | _____.____ | _____.____ |
| 0596 | SPV.0090<br>Special 01. Concrete Joint and Crack Cleaning and Repair | 23,234.000<br>LF | _____.____ | _____.____ |
| 0598 | SPV.0090<br>Special 02. Ditch Regrading | 965.000<br>LF | _____.____ | _____.____ |
| 0600 | SPV.0090<br>Special 03. Concrete Curb & Gutter 18-Inch, Type A Modified | 738.000<br>LF | _____.____ | _____.____ |
| 0602 | SPV.0090<br>Special 04. Concrete Curb & Gutter 30-Inch, Type D Modified | 7,520.000<br>LF | _____.____ | _____.____ |
| 0604 | SPV.0090<br>Special 05. Concrete Curb & Gutter 4-Inch Sloped 30-Inch, Type R Modified | 1,018.000<br>LF | _____.____ | _____.____ |

**Proposal ID:** 20251111019 **Project(s):** 6180-30-71, 6180-30-72, 6180-30-73, 6180-31-71

**Federal ID(s):** WISC 2026038, WISC 2026039, WISC 2026040, WISC 2026052

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|---|---|---|---|---|
| 0606 | SPV.0090<br>Special 06. Concrete Curb & Gutter 4-Inch Sloped 36-Inch, Type D Modified | 5,814.000<br>LF | _____.____ | _____.____ |
| 0608 | SPV.0195<br>Special 01. Excavation, Hauling, and Disposal of Metal Contaminated Soil | 2,200.000<br>TON | _____.____ | _____.____ |
| | **Section:** 0001 | | **Total:** | _____.____ |

**Total Bid:** _____.____

# PLEASE ATTACH ADDENDA HERE