

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **028**

| <u>STATE ID</u> | <u>FEDERAL ID</u> | <u>PROJECT DESCRIPTION</u>                          | <u>HIGHWAY</u> | <u>COUNTY</u> |
|-----------------|-------------------|-----------------------------------------------------|----------------|---------------|
| 1610-00-81      | WISC 2026054      | Park Falls - Mellen,<br>Price Co Ln to Morse Rd     | STH 013        | Ashland       |
| 8520-02-71      | N/A               | Hayward - Clam Lake,<br>Teal River Bridge B-57-0025 | STH 077        | Sawyer        |

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

|                                                                                               |                                                 |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------|
| Proposal Guaranty Required: \$75,000.00<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       |
| Contract Completion Time<br>October 24, 2026                                                  | <b>SAMPLE<br/>NOT FOR BIDDING PURPOSES</b>      |
| 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

|                                                                                                                                                                                                                                                                                                                               |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>Type of Work:</b><br>Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Structure Replacement, Structure Rehabilitation, Culvert Pipe, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Beam Guard, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Restoration. | <b>For Department Use Only</b> |
| 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://wisconsin.gov/Pages/doing-business/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](http://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://wisconsin.gov/Pages/doing-business/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<sup>TM</sup> web site.
  2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  4. Submit the bid before the hour and date the Notice to Contractors designates.
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
Use Expedite<sup>TM</sup> software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express<sup>TM</sup> web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> 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 envelope but due at the same time and place as the sealed bid, also provide the Expedite<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> 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

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

## NOTARY FOR PRINCIPAL

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

## NOTARY FOR SURETY

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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

# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)

## LIST OF SUBCONTRACTORS

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

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

[illegible]

## **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 Project 1610-00-81, Park Falls – Mellen, Price Co Ln to Morse Rd, STH 13, Ashland, Wisconsin and Project 8520-02-71, Hayward – Clam Lake, Teal River Bridge B-57-0025, STH 77, Sawyer 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 grading, asphalt surface, concrete pavement approach slab, structure rehabilitation, culvert pipes, box culvert construction, beam guard, riprap, traffic control, pavement marking, 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.

**Fish Spawning**

Project I.D. 1610-00-81

There shall be no instream disturbance of Becky Creek at Station 956+20 as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning and migration of warm-water fish species and 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.

Project I.D. 8520-02-71

There shall be no instream disturbance of Teal River at Station 1108+55 as a result of construction activity under or for this contract, from March 1st to June 15th 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.

## **Migratory Birds**

No evidence of swallow or other migratory bird nests have been observed on or under the following structures(s) during the preconstruction inspection. However, if nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures or obtain a depredation permit. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from May 1 to August 31.

### Project I.D. 1610-00-81

- B-02-0057, B-02-0047, B-02-0046

### Project I.D. 8520-02-71

- B-57-0025

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

### Project I.D. 1610-00-81

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.

### Project I.D. 8520-02-71

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.

Contractor means and methods to remove trees will not be allowed. If it is determined that 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.

## **Climbing Turtle**

### General

#### Project I.D. 1610-00-81

Turtles are known to inhabit East Fork of Chippewa River, B-02-47, station 699+13.50, and suitable habitat exists within 1,000 ft of that location. It is assumed turtles are present at or near the project site during construction.

When within 1,000 ft of East Fork of Chippewa River, B-02-47, station 699+13.50 use the following erosion mat types as shown on the plans or directed by the engineer, to minimize animal entrapment:

- Erosion Mat Urban Class I Type A
- Erosion Mat Urban Class I Type B
- Erosion Mat Class II Type C

Furnish mat of these classes from the WisDOT Erosion Control Product Acceptability List (PAL).

### Nesting Habitat

No ground disturbance, heavy equipment operation or supply/equipment storage shall occur within 200 ft of East Fork of Chippewa River, B-02-47, station 699+13.50 during the turtle nesting season from May 20 to September 18, both dates inclusive, unless exclusion fencing has been installed prior to May 20 to keep turtles from entering the work area. Install and/or maintain exclusion fencing in accordance with the Turtle Exclusion Fencing, Climbing Turtle bid item included in the contract.

Installation of exclusion fencing from May 20 to September 18 is not allowed, even if a turtle survey is conducted, as it must be assumed that turtles have established nests as of May 20. A survey is not sufficient to identify established nests, resulting in potential egg mortality. Adjustment of these dates will not be considered.

## **4. Traffic.**

#### Project I.D. 1610-00-81

Keep STH 13 open to traffic at all times. Flaggers will be utilized for culvert pipe installation during daylight hours. Keep all side roads open to traffic at all times during the project. Structure work at Butternut Creek, East Fork Chippewa River, and and Becky Creek will utilize temporary traffic signals to provide for one lane of traffic through these areas.

Maintain vehicular access along STH 13 at all times for emergency vehicles. Maintain access to all farms, farm fields, businesses, and residential properties at all times unless approved by the engineer. Coordinate with the owner or resident at least 48 hours prior to the work when construction operations temporarily restrict access to a property.

Conduct construction and hauling operations in such a manner that minimizes the duration and intensity of interference to the free flow of traffic on STH 13.

### Pipe Replacement:

Replace pipes in conjunction with favorable weather forecasts to allow the pipe replacement to start and conclude as soon as possible. For STH 13 pipe replacements, replace culvert pipes one-half at a time utilizing flagging operations. Traffic control shall consist of daylight flagging operations with one-half of a pipe being removed and replaced, restore to aggregate, then remove the replace the second half of the pipe on one work day. Restore aggregate prior to opening to allow two-way traffic over night.

Lane closures shall not exceed ½ mile in length unless authorized by the engineer. A flagger shall be stationed at all side roads intersecting STH 13 within the work zone. The flagger shall be in sight of or in direct communications with flaggers controlling traffic flows on STH 13 and be equipped with a STOP/SLOW paddle fastened to a support staff.

Do not park equipment or place material within 18 feet of the edge of the shoulder unless approved by the engineer. Do not park or store equipment or material not being used during actual performance or work within 30 feet of the edge of traveled way.

If traffic delays become longer than 15 minutes, coordinate with the engineer to limit or alter construction operations to prevent undue inconvenience to the traveling public as specified under standard spec 108.5.

Coordinate all arrangements for handling traffic with the engineer before work is started. Ensure that all traffic control devices are in place and approved by the engineer before beginning each stage.

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.

Complete asphalt paving over any replaced pipes by Saturday of each week.

### Becky Creek Box Culvert

#### **Traffic Staging**

##### **Stage 1:**

Construct west half of new Becky Creek box culvert (minus wingwall). Utilize temporary traffic signals to provide for one through lane of traffic on the northbound lanes.

##### **Stage 2:**

Construct the east half of the new Becky Creek box culvert. Utilize temporary traffic signals to provide for one through lane of traffic on the southbound lanes.

##### **Stage 3:**

Construct remainder of wing wall and remove remainder of existing culvert pipes. Utilize temporary traffic signals to provide for one through lane of traffic on the northbound lanes.

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

Maintain a minimum of one 11' lane of traffic with 1' of shy distance each side (13' total available width) on STH 13 at all times. Single lane long term closures utilizing temporary traffic signals shall be utilized for three structure locations to perform the work

### Project I.D. 8520-02-71

STH 77 shall remain open to traffic during construction utilizing single lane closures with temporary traffic signals for bridges and the Driveway Assistance Device System (DADS) at B-57-0025.

Access to businesses and residents will be maintained throughout construction.

#### **Traffic Staging**

Place lane width restriction signs prior to Stage 2. Do not proceed to the next stage until work in the previous stage is completed along STH 77 as follows:

##### **Stage 1:**

Construct asphaltic surface shoulder widening using flagging operations.

##### **Stage 2:**

Close the westbound lane and maintain eastbound and westbound traffic in eastbound lane using temporary signals. Construct WB deck overlay and concrete pavement approach slab.

##### **Stage 3:**

Open westbound lane, close the eastbound lane, and maintain eastbound and westbound traffic in westbound lane using temporary signals. Construct EB deck overlay and concrete pavement approach slab.

##### **Stage 4:**

Install permanent pavement markings.

### 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**

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

### 5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 13 and STH 77 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

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

stp-107-005 (20210113)

### 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.

**CenturyLink (Communication Line)**

CenturyLink has existing underground communication lines generally parallel to STH 13 from Station 109+00 to Station 205+00, Station 231+00 to Station 690+00, and Station 728+00 to Station 1017+12.

CenturyLink will expose and adjust communication lines at the following locations:

Station 157+18 – Maintain the existing offset and raise 1' above the proposed culvert pipe.

Station 285+50 – Maintain the existing offset and raise 1.5' above the proposed culvert pipe.

Station 307+66 – Maintain the existing offset and raise 1.5' above the proposed culvert pipe.

Station 317+15 – Maintain the existing offset and lower 1' to avoid the proposed culvert pipe endwall.

Station 325+30 – Maintain the existing offset and raise 1.5' above the proposed culvert pipe.

Station 341+50 (RT) – Maintain the existing offset and lower 1' below existing elevation to avoid grading conflict.

Station 578+30 – Maintain the existing offset and lower 6' below existing grade to avoid proposed culvert pipe.

Station 772+10 – Maintain the existing offset and lower 1.5' below existing grade to avoid proposed culvert pipe.

CenturyLink will bore new communication lines at the following locations:

Station 233+50 to Station 237+60 (RT) – Install a new line near the existing right-of-way and 4' below the existing ground.

Station 358+50 to Station 364+50 (LT) – Install a new line near the existing right-of-way and 4' below the existing ground.

CenturyLink will protect and support existing communication lines at the following locations:

Station 341+50 (LT), Station 479+75, Station 795+30, Station 839+00, Station 978+75, and Station 990+90.

CenturyLink relocations, adjustments, borings, and protect and support activities will be completed during construction. The utility adjustments are anticipated to take 2 working days.

**Xcel Energy (Electricity)**

Xcel Energy has an existing overhead line generally parallel to STH 13 from Station 110+00 to Station 303+00, Station 635+00 to Station 652+00, and Station 720+00 to Station 758+00.

Xcel Energy will relocate an existing guy anchor at Station 234+53 LT. The guy anchor will be moved 2 feet west of the current location and will become completed prior to construction.

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

**Astrea (Communication Line)**

**Butternut Municipal Water Dept (Water)**

**Butternut Village of (Sewer)**

**Glidden Sanitary District (Sewer)**

**Glidden Sanitary District (Water)**

**Price Electric Cooperative Inc (Electricity)**

**Spectrum (Communication Line)**

**Xcel Energy (Gas/Petroleum)**

**CenturyLink (Communications)** has underground telephone and fiber optic facilities along the north side of STH 77 within the construction limits. Underground telephone also crosses STH 77 near station 1106+25 and station 1110+60. No conflicts are anticipated.

**Jump River Electric Cooperative (Electric)** has facilities along the south side of STH 77 within the construction limits. No conflicts are anticipated.

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

Project I.D. 1610-00-81

The department has received written verification of coverage under the Section 404 Transportation Regional General Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Sadie Hunter – Regional Environmental Coordinator at 715-836-2823.

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 U.S. Army Corps of Engineers Section 404 permit modification is required. If a Section 404 permit modification is necessary, obtain the permit modification 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 permit modification. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit modification request.

Information on USACE Section 404 permits is available on the USACE's website:

<https://www.mvp.usace.army.mil/Missions/Regulatory.aspx>

Project I.D. 8520-02-71

There are wetlands within the right-of-way; however, impacts are not anticipated based on the proposed slope intercepts. Therefore, the department has not requested or obtained a U.S. Army Corps of Engineers Section 404 Permit for this project.

Methods of operations, including preparatory work, staging, site clean-up, storing materials, or causing impacts to wetlands or waters are not permitted. 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 U.S. Army Corps of Engineers Section 404 Permit is required. If a Section 404 Permit is necessary, obtain the permit 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 permit. The contractor must be aware that the Corps of Engineers may not grant the permit request.

Information on USACE Section 404 permits is available on the USACE's website:

<https://www.mvp.usace.army.mil/Missions/Regulatory.aspx>

stp-107-054 (20230629)

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

Project I.D. 1610-00-81

The calculated land disturbance for the project site is 8.0 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 Matt Dickenson at (715) 395-3022. 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.

Project I.D. 8520-02-71

The calculated land disturbance for the project site is 0.16 acres.

The expected land disturbance for the project site is less than one acre in size and does not require permit coverage. Therefore, the department has not requested or obtained coverage under the TCGP.

If additional land disturbance is necessitated for the project due to proposed contractor means and methods, including temporary support activity sites, and the additional land disturbance results in a total cumulative land disturbance for the project of one acre or greater, permit coverage will need to be obtained. The department will be responsible for obtaining permit coverage following department approval of the associated ECIP. Contractor necessitated changes resulting in the need for permit coverage will not be cause for schedule delays or other damages.

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 the following:

- Must meet the permit's applicability criteria.
- Must be for the exclusive use of a WisDOT project.
- Ground 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.

If permit coverage is deemed necessary and obtained for the project, conform to all permit requirements and post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Permit coverage, if necessary, will be under 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>

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)

## **9. Environmental Protection, Aquatic Exotic Species Control.**

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

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

Project I.D. 1610-00-81

The Becky Creek is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

Project I.D. 8520-02-71

The Teal River is classified as a state navigable waterway under standard spec 107.19.

Obtain a waterway marker permit for placing advanced warning signs in Teal River. Additional information on waterway markers can be found on the Wisconsin DNR website:

<https://dnr.wisconsin.gov/Topic/Boat/ordinances>

## 11. Erosion Control Structures.

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

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

stp-107-070 (20191121)

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

Project I.D. 1610-00-81

John Roelke, License Number All-119523, inspected Structure B-02-0047 and B-02-0057 for asbestos on June 27, 2024. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Matt VanNatta (715) 225-9312, [matthew.vannatta@dot.wi.gov](mailto:matthew.vannatta@dot.wi.gov).

Project I.D. 8520-02-71

Paul M. Garvey, License Number All-117079, inspected Structure B-57-0025 for asbestos on February 10, 2022. No regulated Asbestos Containing Material (RACM) was found on this structure.

**13. 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)

**14. Public Convenience and Safety.**

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Sawyer County Sheriff's Department  
Wisconsin State Patrol  
Sawyer County Highway Department  
Town of Spider Lake  
Hayward Post Office  
Hayward Community School District

ncr-107-005 (20200729)

**15. Culvert Pipe**

Tie all culvert pipe joints. Installed pipe ties shall not protrude into the pipe further than the fastening nut. The fastening nut shall be snug to the inside pipe wall.

**16. Removing Small Pipe Culverts, Item 203.0100.**

*Modify pertinent sections of standard spec 203 with the following:*

The item of Removing Small Pipe Culverts shall include: removal and disposal of asphalt, and replacement of excavated material as incidental to the item of Removing Small Pipe Culverts. The items of Asphaltic Surface, Base Aggregate Dense, Saw Cuts, and Pavement Removal will be paid for by their respective items.

**17. Abandoning Culvert Pipes, Item 204.0270.**

*Replace standard spec 204.3.3.2(1) with the following:*

Under the Abandoning Culvert Pipes bid item, fill the abandoned pipe with Backfill Controlled Low Strength (Item 209.0200.s) and plug both ends of the abandoned pipe as specified in standard spec 204.3.3.1.

18. **Select Borrow, Item 208.1100**

Conform to standard spec 208 as modified in this special provision

**Material**

Furnish and use material that consists of granular material meeting the following requirements: granular backfill grade 2, conforming to standard spec 209.2.2

stp-208-005

19. **Temporary Lane Shift During Culvert Work, Item 208.1500.S.**

**A Description**

This special provision describes the construction of a temporary lane shift to maintain traffic with a one-lane roadway around culvert work.

**B (Vacant)**

**C Construction**

Place fill and base aggregate dense as needed to maintain traffic through the lane shift.

Furnish materials and construct conforming to the following standard specs:

|                                                         |     |
|---------------------------------------------------------|-----|
| Common excavation, material removal, and disposal ..... | 205 |
| Borrow .....                                            | 208 |
| Base Aggregate Dense .....                              | 305 |

Do pertinent construction staking according to standard spec 650 for the temporary lane shift.

Construct to appropriate widths and material thicknesses. Remove materials once the lane shift is no longer needed to maintain traffic.

**D Measurement**

The department will measure Temporary Lane Shift During Culvert Work as a single unit for each temporary roadway, 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 |
|-------------|------------------------------------------|------|
| 208.1500.S  | Temporary Lane Shift During Culvert Work | EACH |

Payment is full compensation for placing, removing and disposal of fill material, including any base aggregate dense used for the driving surface; and associated construction staking.

The department will pay separately for traffic control and erosion control items.

stp-208-010 (20210708)

20. **Backfill Controlled Low Strength, Item 209.0200.S**

**A Description**

This special provision describes furnishing and placing a controlled low strength material designed for use as backfill in trenches for culverts, sewers, utilities, or similar structures, as backfill behind bridge abutments, or as fill for the abandonment of culverts, pipes, or tanks.

**B Materials**

Provide controlled low strength backfill that consists of a designed cementitious mixture of natural or processed materials. Allowable materials include natural sand, natural gravel, produced sand, foundry sand, produced gravel, fly ash, Portland cement, and other broken or fragmented mineral materials. The designed mixture will be self-leveling and will be free of shrinkage after hardening.

Design the mixture to reach a state of hardening such that it can support foot traffic in no more than 24 hours. Provide a mixture that also meets the following requirements.

| Test                       | Method      | Value                                                  |
|----------------------------|-------------|--------------------------------------------------------|
| Flow (inch)                | ASTM D-6103 | 9 min                                                  |
| Compressive Strength (psi) | ASTM D-6024 | 20-40 @ 14 days<br>40-80 @ 28 days<br>80-120 @ 90 days |

Chemical admixtures to control air content and setting time are allowable. Ten days prior to placement, furnish the engineer with a design mix detailing all components and their proportions in the mix. Also, provide documentation from the supplier of the industrial byproducts that the foundry sand and fly ash used in the mixture meet the requirements for Industrial Byproducts Categories 1, 2, 3, or 4 in NR 538 of the Wisconsin Administrative Code for use as a confined geotechnical fill.

### C Construction

Place controlled low strength backfill at the locations and to the lines and grades as shown on the plan. Proportion and mix materials to produce a product of consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

If the official Weather Bureau forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing for up to 72 hours.

No controlled low strength backfill will be allowed to enter any stream, lake, or sewer system. The contractor will be responsible for any clean up or remediation costs resulting from such occurrences.

### D Measurement

The department will measure Backfill Controlled Low Strength in volume by the cubic yard of material placed and accepted. Such volume will be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

### E Payment

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

| ITEM NUMBER | DESCRIPTION                      | UNIT |
|-------------|----------------------------------|------|
| 209.0200.S  | Backfill Controlled Low Strength | CY   |

## 21. Asphaltic Surface, Item 465.0105; Asphaltic Surface Patching, Item 465.0110.

*Replace standard spec 465.2 (1) with the following:*

Under the Asphaltic Surface and Asphaltic Surface Patching bid items, submit a mix design. Furnish asphaltic mixture meeting the requirements specified for HMA Pavement 4 MT 58-34 S under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under 460.2.8. Use tack coat as required under 450.3.2.7.

## 22. Sawing Pavement Deck Preparation Areas, Item 509.0310.S.

### A Description

This special provision describes sawing around deteriorated areas requiring deck repairs under the Preparation Decks bid items on decks receiving asphalt or polymer overlays and for deck repairs that will not receive an overlay.

### B (Vacant)

### C Construction

The department will sound and mark areas of deteriorated concrete that require deck preparation. The engineer may identify and mark additional areas as the work is being performed.

Wet cut a minimum of 1 inch deep and at least 2 inches outside of the marked areas. Bound each marked area by providing cuts aligned parallel and perpendicular to the deck centerline.

Remove sawing sludge after completing each area. Do not allow sludge or resulting residue to enter a live lane of traffic, storm sewer, stream, lake, reservoir, marsh, or wetland. Dispose of sludge at an acceptable material disposal site located off the project limits or, if the engineer allows, within the project limits.

#### **D Measurement**

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed, measured as the total linear feet of bounding cuts.

The department will not measure for payment over-cuts or cuts made beyond what is required to bound engineer-marked deterioration limits.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                            | UNIT |
|-------------|----------------------------------------|------|
| 509.0310.S  | Sawing Pavement Deck Preparation Areas | LF   |

Payment is full compensation for making all saw cuts; and for debris disposal.

stp-509-070 (20180628)

### **23. Cleaning Decks to Reapply Concrete Masonry Overlay, Item 509.0505.S.**

#### **A Description**

This special provision describes cleaning the entire bridge deck after the existing concrete masonry overlay is removed, prior to placing a new concrete masonry overlay.

#### **B (Vacant)**

#### **C Construction**

Blast-clean the entire surface of the deck, the vertical faces of curbs, sidewalks and parapets to the depth of the adjoining concrete overlay. Blast-clean all exposed existing reinforcing steel. Repair damage to existing epoxy-coated reinforcement remaining in place that is either uncovered by or damaged by the contractor's operations. Use engineer-approved patching or repair material compatible with the existing coating and inert in concrete.

Clean the surface on which the new concrete will be placed to remove all loose particles and dust by either brooming and water pressure using a high-pressure nozzle, or by water and air pressure. Use water for cleaning that conforms to standard spec 501.2.6.

#### **D Measurement**

The department will measure Cleaning Decks to Reapply Concrete Masonry Overlay by the square yard, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                                        | UNIT |
|-------------|----------------------------------------------------|------|
| 509.0505.S  | Cleaning Decks to Reapply Concrete Masonry Overlay | SY   |

Payment for is full compensation for cleaning the concrete surfaces.

stp-509-065 (20210708)

### **24. Concrete Masonry Deck Repair, Item 509.2100.S.**

#### **A Description**

This special provision describes providing concrete masonry on the sawed deck preparation areas of the concrete bridge deck and in full depth deck, curb, and joint repair areas. Conform to standard spec 502 and standard spec 509.

## **B Materials**

### **B.1 Neat Cement**

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.

### **B.2 Concrete**

Furnish grade C or E concrete conforming to standard spec 501 for deck preparation, full-depth deck repair, curb repair and joint repair areas except as follows:

1. The contractor may increase slump of grade E concrete to 3 inches.
2. The contractor may use ready-mixed concrete.

Provide QMP for class II ancillary concrete as specified in standard spec 716.

## **C Construction**

### **C.1 Neat Cement**

Immediately before placing the concrete deck patching, coat the prepared surfaces with a neat cement mixture. Ensure the prepared concrete surfaces are moist without any standing water before coating with the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

### **C.2 Placing Concrete**

Place concrete conforming to standard spec 509. As determined by the engineer, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all deck patching areas a final hand float finish.

### **C.3 Curing Concrete**

Cure the concrete masonry deck patching conforming to standard spec 502.2.6(1).

## **D Measurement**

The department will measure Concrete Masonry Deck Repair by the cubic yard, acceptably completed.

The department will measure concrete used in deck preparation areas and in full depth deck, curb, and joint repair as part of the Concrete Masonry Deck Repair bid item.

The department will not measure wasted concrete.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                  | UNIT |
|-------------|------------------------------|------|
| 509.2100.S  | Concrete Masonry Deck Repair | CY   |

Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

stp-509-060 (20210708)

## **25. Removing Concrete Masonry Deck Overlay B-57-25, Item 509.9005.S.**

### **A Description**

This special provision describes removing concrete bridge deck overlays by milling the entire bridge deck as the plans show.

Conform to standard spec 204 as modified in this special provision.

### **B (Vacant)**

### **C Construction**

### C.1 Milling

Use a self-propelled milling machine that is specially designed and constructed for milling bridge decks. It shall mill without tearing or gouging the concrete masonry underlying the existing overlay. The machine shall consist of a cutting drum with carbide or diamond tip teeth. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer.

Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade and slope control, and an acceptable dust control system.

Perform milling in a manner that precludes damage to the bridge floor and results in a uniform textured finish that:

1. Is free of sharp protrusions;
2. Removes a minimum of 1/4 inch of the original concrete deck or slab, or to a depth the plans show;
3. Has uniform transverse grooves that measure up to 1/4 inch vertically and transversely; and
4. If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

Windrowing and storing of the removed milled concrete masonry on the bridge is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the bridge of all materials and equipment.

### D Measurement

The department will measure Removing Concrete Masonry Deck Overlay B-57-25 by the square 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 |
|-------------|------------------------------------------------|------|
| 509.9005.S  | Removing Concrete Masonry Deck Overlay B-57-25 | SY   |

Payment is full compensation for removing the concrete masonry; and for properly disposing of all materials.

stp-509-005 (20210113)

## 26. Installing and Maintaining Climbing Turtle Exclusion Fence, Item 999.2100.S

### A Description

This special provision describes furnishing, installing, maintaining, repairing, and removing turtle exclusion fencing; or for maintaining, repairing, and removing turtle exclusion fencing when installed by others. See Prosecution and Progress for additional information.

### B Materials

Use standard silt fence meeting the requirements of standard spec 628.2.6 and as provided in the plans.

Use steel wire fencing with a minimum thickness of 20 gauge and maximum opening width of one-inch in any direction for drainage relief areas.

Use one of the following for fence cap for drainage relief areas:

- Commercially available safety cap with a lip to prevent turtles from climbing over.
- 6-inch underdrain pipe, slit longitudinally.
- Other DNR approved methods.

Furnish rock bags in accordance with standard spec 628.2.13.

Furnish sand bags in accordance with standard spec 628.2.8.

Furnish wire ties, nylon zip ties, or other engineer approved methods to secure materials in place.

### C Construction

No ground disturbance, heavy equipment operation or supply/equipment storage shall occur unless exclusion fencing has been installed to keep turtles from entering the work area in accordance with the below provisions.

### **C.1 Installation Timeframes**

Nesting Period: Install exclusion fencing prior to May 20. The turtle nesting season is from May 20 to September 18, both dates inclusive. Installation of exclusion fencing from May 20 and September 18 is not allowed, even if a turtle survey is conducted, as it must be assumed that turtles have established nests as of May 20. A survey is not sufficient to identify established nests, resulting in potential egg mortality. Adjustment of these dates will not be considered.

Requests must be submitted to the engineer for approval, in consultation with the WDNR Endangered Resources Transportation Liaison, Stacy Rowe, [stacy.rowe@wisconsin.gov](mailto:stacy.rowe@wisconsin.gov) or (608) 228-9796. Other date adjustment requests will not be approved.

### **C.2 Locations/Exclusion Zone**

Install exclusion fencing in the following areas within the timeframes identified in C.1:

Nesting Period: Within 200 feet of East Fork of Chippewa River, B-02-47, station 699+13.50.

#### **C.2 Installation**

Install exclusion fence in accordance with the plan details and as hereinafter provided:

Install fencing to have at least 24 inches of exposed material above ground and at least 6 inches trenched into the ground. If trenching is not possible due to ground conditions, place rock bags or sand bags continuously along the length where trenching is not possible. Other anchors may be used with approval from the WDNR Endangered Resources Transportation Liaison, Stacy Rowe.

Install exclusion fence stakes on the construction side of the fence to prevent turtles from climbing up the stakes and entering the work area. This is opposite of the standard silt fence stake installation for sediment control. If silt fence is also required for sediment control, select one of the following options:

- Install a separate row of silt fence for sediment control on the construction side of the exclusion fencing; or
- Staple and entrench a second layer of silt fence fabric for exclusion fencing on the backside of the sediment control silt fence to cover the stakes and create a smooth surface; or
- Use another alternative that has been approved on a case-by-case basis by the engineer and in consultation with WDNR Endangered Resources Transportation Liaison, Stacy Rowe. Submit alternative proposals to the engineer and allow at least two weeks for review.

Install turnarounds at all termini ends of exclusion fence and at any access openings to redirect turtles away from the work area.

When temporary access points are needed during construction that require openings in the exclusion fencing, place hay or straw bales in a continuous row through the opening when the opening is not needed for construction operations. Immediately reinstall exclusion fencing when the work requiring the temporary access opening has been completed.

Where openings are needed in the fencing for drainage relief purposes, install relief areas in accordance with the plan details at location directed by the engineer.

### **C.3 Turtle Survey**

Survey the area on the construction side of the exclusion fence for turtles immediately after installation and prior to any land disturbing construction activity. If a turtle is encountered at any point in time, work in the immediate area must be stopped and the turtle shall be promptly and carefully removed and relocated to suitable habitat outside of the work area.

### **C.4 Inspection**

Fences must be inspected at least once per week and after any significant rain event (0.5 inches or more of rainfall in any 24-hour period) or high wind event. Needed repairs to the exclusion fencing must be made immediately.

### **C.5 Maintenance Period**

Maintain exclusion fence in good working order and free of openings during the following time period:

Nesting Period: Through July 6 (the end of egg laying) or until ground disturbance, heavy equipment operation and supply/equipment storage activities within the suitable habitat is complete, whichever is earlier.

### **C.6 Removal**

Remove all material upon completion of the work. Clean up and restore the surface after removal. The contractor owns materials after removal and is responsible for its disposal off the right-of-way.

### **D Measurement**

The department will measure Installing and Maintaining Climbing Turtle Exclusion Fence 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 |
|-------------|------------------------------------------------------------|------|
| 999.2100.S  | Installing and Maintaining Climbing Turtle Exclusion Fence | LF   |

Payment for Installing and Maintaining Climbing Turtle Exclusion Fence is full compensation for furnishing, installing, repairing, maintaining, and removing fence; disposing all materials; and restoring the area.

stp-999-210 (20250701)

## **27. Driveway Assistance Device System, Item SPV. 0045.01.**

### **A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing driveway assistance device system (DADS).

### **B Materials**

Provide DADS components and software that is National Transportation Communications for ITS Protocol (NCTIP)-compliant.

#### **B.1 Temporary Traffic Signals**

Provide trailer-mounted traffic signals conforming to standard spec 661. The trailer-mounted traffic signal must have the capability of communication and programming with the Driveway Assistance Device(DAD).

#### **B.2 Driveway Assistance Device**

Provide Driveway Assistance Devices (DAD) that are compatible with the trailer-mounted traffic signals. Equip each DAD with 2 regulatory signs according to the plans. Provide a battery powered power supply with a solar powered charging system and a back-up power source. Equip each DAD with a digital LED readout displaying the current battery voltage at all times. Each DAD must have one signal head consisting of 3 LED indications as follows: one 12-inch diameter red ball indication centered over one 12-inch diameter yellow flashing left arrow and one 12-inch diameter yellow flashing right arrow.

#### **B.3 System Communications**

Ensure DADS communications meet the following requirements:

1. Perform required configuration of the DADS communication system automatically during system initialization.
2. Incorporate an error detection/correction mechanism into the DADS communication system to ensure the integrity of all data.

#### **B.4 System Acceptance**

Submit vendor verification to the engineer and Bureau of Traffic Operations ([DOTBTOWorkzone@dot.wi.gov](mailto:DOTBTOWorkzone@dot.wi.gov)) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision. Adequate verification includes

past successful performance of the system, literature, and references from successful use of the system by other agencies, and/or demonstration of the system.

Provide contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as the engineer directs. Provide all testing and calibration equipment.

## **C Construction**

Place temporary traffic signals and DADs where the plans show unless the engineer directs otherwise. Install devices in accordance with the manufacturer's specifications.

### **C.1 System Operation**

During each green interval on the primary traffic phase, each DAD unit must display a flashing yellow arrow corresponding to the direction of mainline traffic movement. Program DAD units as part of the temporary traffic signal in 1 second increments from 3 to 999 seconds. In the event multiple DAD units are required, all units must be capable of being programmed with individual timing programs based on their placement within the work zone. The DAD must have the ability to be programmed in a fault mode of flashing red upon a system fault.

### **C.2 Malfunction Management System and Monitoring**

Equip each DAD and temporary traffic signal within the DADS with a Malfunction Management System (MMS) with the ability to communicate with all signals within the DADS. In the event of a fault at any temporary traffic signal or DAD within the DADS, that fault must be communicated to every temporary traffic signal and DAD within the DADS, at which time every temporary traffic signal and DAD must enter into the fault mode.

1. When any conflicting channels are detected as concurrently active, the MMS must transfer all temporary traffic signals and DADs within the DADS to fault mode.
2. The MMS should monitor active signal and DAD indications and verify safe and proper operation. If a conflict or potentially unsafe scenario occurs, the MMS must transfer all signals and DADs within the system to fault condition.
3. When communication between the signal and DADs is lost, the system must enter into the fault mode.
4. The temporary traffic signals and DADs within the DADS must enter into the fault mode when all instances of a signal lamp are lost for more than 1,000 milliseconds, unless one instance of signal indication, (at the signal loss location) is active and functioning properly.

In the event of a low battery condition, the DAD must be equipped with the ability to contact up to 3 individuals via SMS text message or email of the low battery condition.

### **C.3 System Performance**

Upon any notification of failure of any duration, complete a repair within 24-hour period without additional cost to the Department or time extension of the contract. The equipment is also subject to rejection by the Engineer. The Engineer will reject any DAD that does not meet the proper signal head layout and color scheme. Any rejected equipment may be offered again for retest provided the noncompliance has been corrected.

### **C.4 System Coordinator**

The contractor is to designate a System Coordinator who is responsible for overseeing the placement of the devices and for testing and calibrating the equipment. The System Coordinator must be locally available to maintain system components, move portable devices as necessary, and respond to emergency situations. The contractor must provide a local phone number or a toll-free number to the Engineer for the maintenance of the system at any time. The System Coordinator must be accessible 7 days/week and 24 hours/day while the system is deployed, and must respond within 2 hours of notification. Each DAD unit must be continually monitored throughout periods of deployment. Technical Support for the system must be available for periods of operation.

### **C.5 Local Notification**

Prior to installation, provide written notification to all residences whose driveways will be controlled by a DAD. This notification includes anticipated dates of operation and instructions to appropriately interact with the driveway device at a minimum.

## **D Measurement**

The department will measure Driveway Assistance Device System by the day, acceptably completed, measured as each complete system per roadway. The DADS must be set up in the work area and operational before the time can be measured.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                       | UNIT |
|-------------|-----------------------------------|------|
| SPV.0045.01 | Driveway Assistance Device System | DAY  |

Payment is full compensation for providing, placing, maintaining, repositioning, and removing the required traffic control devices and for performing any needed flagging, including the temporary traffic signals, driveway assistance devices, and system communications.

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of temporary traffic signals, driveway assistance devices and system communications.

Failure to correct a deficiency to the DADS within 24 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

The engineer will have sole discretion to assess the deductions for an improperly working DADS.

## **28. Embedded Galvanic Anodes, Item SPV.0060.01.**

### **A Description**

This special provision describes furnishing and installing embedded galvanic anodes in concrete.

### **B Materials**

Furnish pre-manufactured galvanic anodes designed for cathodic protection when embedded in concrete and tied to steel reinforcing. The core of the anode shall consist of a minimum of 1.3 ounces of electrolytic zinc in compliance with ASTM B418 Type II, cast around a pair of steel tie wires and encased in a cementitious shell with a minimum pH of 14. The anodes shall have one side that is less than 1-1/2 inches in height.

Submit the product information to the engineer for approval. Supply a certification of compliance to the engineer a minimum of two weeks before starting work. Deliver, store, and handle all materials according to the manufacturer's instructions.

### **C Construction**

#### **C.1 Concrete Repair**

Repair the concrete and prepare the exposed reinforcing steel conforming to standard spec 509.

#### **C.2 Galvanic Anode Installation**

Install embedded galvanic anodes conforming to the manufacturer's recommendations.

Attach galvanic anodes to existing reinforcement along the perimeter of the repair at spacing as specified on the plans. Space anodes no further than 24 inches apart.

Provide 3/4-inch clearance between anodes and substrate.

the galvanic anodes as close as possible to the patch edge using the anode tie wires. Tighten the tie wires to allow no free movement.

If the anode is to be tied onto a single bar, or if less than 1-1/2 inch of concrete cover is expected, place anode beneath the uncoated bar and secure to reinforcing steel.

If 1-1/2 inch concrete cover will exist over the anode, the anode may be placed at the intersection between two bars and secured to each bar.

### **C.3 Electrical Continuity**

Confirm electrical connection between anode tie wire and uncoated reinforcing steel with a multi-meter. The maximum DC resistance shall be 1 Ohm. Confirm electrical continuity of the exposed uncoated reinforcing steel within the repair area. Steel reinforcement shall be considered continuous when the DC resistance is 1 Ohm or less. If necessary, establish the electrical continuity with uncoated steel tie wire.

### **C.4 Inspection**

Obtain engineer's verification of proper installation of the galvanic anodes prior to placement of the concrete.

### **D Measurement**

The department will measure Embedded Galvanic Anodes as each individual anode acceptably installed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION              | UNIT |
|-------------|--------------------------|------|
| SPV.0060.01 | Embedded Galvanic Anodes | EACH |

Payment for Embedded Galvanic Anodes is full compensation for furnishing and for properly installing anodes.

Concrete repair work, and concrete for that work, will be paid for separately.

## **29. Flashing Stainless Steel, Item SPV.0090.01.**

### **A Description**

This special provision describes furnishing and installing a flashing system on structures.

### **B Materials**

All materials for this system shall be new stock, free from defects impairing strength, durability, and appearance.

Provide stainless steel flashing that conforms to the requirements of ASTM A240, Type 304, 2B mill finish, with a minimum 16-gauge thickness. Provide 410 stainless steel hex head concrete screws.

Provide caulk at the top of the flashing for the entire length for a watertight seal between the concrete surface and the flashing system. Caulk shall conform to standard spec 502.2.9.

### **C Construction**

Complete any required concrete surface repairs before flashing system installation.

Install flashing on the side of the deck as indicated on the plans, with minimum sheet lengths of 9.5-feet.

### **D Measurement**

The department will measure Flashing Stainless Steel by the linear foot acceptably completed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION              | UNIT |
|-------------|--------------------------|------|
| SPV.0090.01 | Flashing Stainless Steel | LF   |

Payment is full compensation for fabricating, furnishing and installing the flashing system; and for furnishing and installing the caulk seal.

Required concrete surface repairs will be paid for separately.

### 30. Bridge Joint Repair, Item SPV.0090.02.

#### A Description

This special provision describes saw cutting, removing existing bar stock, and furnishing and installing silicone joint sealant and polyester polymer concrete with a high molecular weight methacrylate (HMWM) resin prime coat.

#### B Materials

##### B.1 Polyester Polymer Concrete

###### B.1.1 Primer

The high molecular weight methacrylate (HMWM) resin shall be low viscosity and have low odor, and shall meet the following requirements:

| Property             | Requirements <sup>A</sup> | Test Method                  |
|----------------------|---------------------------|------------------------------|
| Viscosity            | ≤ 25 cps                  | ASTM D 2196 – Brookfield RVT |
| Specific Gravity     | 0.90 – 1.10               | ASTM D 1475                  |
| Flash Point          | ≥ 180°F                   | ASTM D 3278                  |
| Tack-free Time       | ≤ 400 minutes             | California Test Method 551   |
| Vapor Pressure       | ≤ 1 mm Hg                 | ASTM D 323                   |
| Gel Time             | 10 – 150 min              | ASTM C 881, para.11.2, mod.  |
| Tensile Strength     | ≥ 2,000 psi (7 days)      | ASTM D 638                   |
| Adhesive Strength    | ≥ 250 psi (24hrs)         | ACI 503R, Append. A          |
| Compressive Strength | ≥ 3,000 psi (24hrs)       | ASTM D 695                   |

<sup>A</sup> Values are based on specimens or samples cured or aged and tested at 77°F

###### B.1.2 Resin

The material shall be a polyester polymer concrete system composed of a two-component, 100 percent solids, thermosetting compound with the following properties:

| Property                     | Requirements <sup>B</sup> | Test Method                  |
|------------------------------|---------------------------|------------------------------|
| Gel Time                     | 10 – 25 min               | ASTM C 881                   |
| Viscosity                    | 1 – 5 poises              | ASTM D 2196 – Brookfield RVT |
| Absorption                   | ≤ 1 percent (24 hr)       | ASTM D 570                   |
| Tensile Elongation           | 30 – 80 percent (7 days)  | ASTM D 638                   |
| Tensile Strength             | ≥ 2,000 psi (7 days)      | ASTM D 638                   |
| Permeability to Chloride ion | ≤ 100 coulombs (28 days)  | AASHTO T 277                 |

<sup>B</sup> Values are based on specimens or samples cured or aged and tested at 75°F

###### B.1.3 Aggregates

The finishing sand aggregate shall be commercial quality dry blast sand. Furnish material conforming to the following: 95% passing the No. 8 sieve and at least 95% retained on the No. 20 sieve.

For mixing with the polyester polymer, furnish natural or synthetic aggregates that have a proven record of performance in applications of this type. Furnish aggregates that are non-polishing, clean, free of surface moisture, fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and meet the following properties and gradation requirements:

**Aggregate Properties:**

| Property         | Requirements                                                                                              | Test Method |
|------------------|-----------------------------------------------------------------------------------------------------------|-------------|
| Moisture Content | ≤ 0.2%                                                                                                    | ASTM C566   |
| Hardness         | ≥ 6.5                                                                                                     | Mohs Scale  |
| Fractured Faces  | 100% with at least 1 fractured face and 80% with at least 2 fractured faces of material retained on No.16 | ASTM 5821   |

**Gradation:**

| Sieve Size | % Passing by Weight |
|------------|---------------------|
| 3/8"       | 100                 |
| No. 4      | 70                  |
| No. 8      | 50                  |
| No. 16     | 44                  |
| No. 30     | 30                  |
| No. 50     | 5-20                |
| No. 100    | 1                   |
| No. 200    | 0                   |

**B.1.4 Required Properties of Polyester Polymer Concrete**

The required properties of the system are listed in the table below:

| Property                     | Requirements <sup>C</sup>               | Test Method                                   |
|------------------------------|-----------------------------------------|-----------------------------------------------|
| Minimum Compressive Strength | 1,000 psi (8 hrs)<br>5,000 psi (24 hrs) | ASTM C 579<br>Method B, Modified <sup>D</sup> |
| Thermal Compatibility        | No delaminations                        | ASTM C 884                                    |
| Minimum Pull-off Strength    | 250 psi (24 hrs)                        | ACI 503R, Appendix A                          |

**B.1.5 Approval of Polyester Polymer Concrete**

A minimum of 20 working days prior to application, submit product data sheets and specifications from the manufacturer, and a certified test report to the engineer for approval. The engineer may request samples of the polymer and/or aggregate, prior to application, for the purpose of acceptance testing by the department.

For materials not pre-qualified, in addition to the above submittals, submit product history/reference projects and a certified test report from an independent testing laboratory showing compliance with the requirements of the specification.

The product history/reference projects consist of a minimum of 5 bridge/roadway locations where the polyester polymer concrete has been applied in Wisconsin or in locations with similar climate – include contact names for the facility owner, current phone number or e- mail address, and a brief project description.

Product data sheets and specifications from the manufacture consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

**B.1.2 Silicone joint Sealant**

Provide rapid cure, self-leveling, cold applied, two-component silicone sealant. Provide a sealant which demonstrates resilience, flexibility, and resistance to moisture and puncture, upon curing. Provide sealant that demonstrates excellent adhesion to Portland cement concrete, polyester polymer concrete, and steel over a range of temperatures from –30 degrees F to 130 degrees F while maintaining a watertight seal.

Provide sealant that does not contain any solvents or diluents that cause shrinkage or expansion during curing. Acid cure sealants are not acceptable. Provide the date of manufacture or “use-by date” with each lot. Materials twelve months old or older from the date of manufacture or past its “use-by date” will not be accepted. Provide manufacturer certification that the sealant meets or exceeds the following test requirements before installation begins. The department reserves the right to test representative samples from material proposed for use.

## **Physical Properties:**

### **Each component supplied:**

Specific gravity (ASTM D1475) 1.3 – 1.4  
Extrusion rate (MIL-5-8802) 200 – 550 grams per minute  
Flow Self-leveling  
Durometer hardness, shore (ASTM D2240) 40 – 80  
“00” (0 degrees and 77 ±3 degrees F)  
Ozone and U.V. resistance no chalking, cracking or bond  
(ASTM C793-75) loss after 5,000 hours

### **After mixing:**

Tack-free time (ASTM C679) 60 minutes maximum  
Joint cure rate (% of total cure) 50% within 4 - 6 hours 75% within 24 hours  
100% within 48 – 160 hours

### **Upon complete cure (ASTM D35831):**

Joint elongation (adhesion to concrete/ 600% minimum steel/polymer concrete)  
Joint modulus 3 –12 psi at 100% elongation  
1Modified; sample cured 2 days @ 77 ± 2 degrees F, 50 ± 5% humidity.

## **B.2.1 Backer Rod**

Provide closed cell backer rod as recommended by the sealant manufacturer, conforming to ASTM D5249, Type 3. Backer rod should be 25%-33% larger than the joint opening at the time of sealing to ensure a snug fit.

## **B.2.2 Joint Sealant Primer**

For use on Portland cement concrete or polyester polymer concrete, provide primer in accordance to the silicone sealant manufacturer's recommendations.

## **B.2.3 Zinc-Rich Primer**

For use on steel in areas where silicone joint sealant will be placed, provide a zinc-rich primer in accordance to the silicone sealant manufacturer's recommendations.

## **C Construction**

### **C.1 General**

Provide manufacturer technical assistance during surface preparation and installation at no additional cost to the department. Provide the manufacturer's written product information, installation procedures, and instructional video – if available - at least two weeks prior to installation. Coordinate meeting with manufacturer and the engineer to review and clarify installation procedures and requirements prior to starting the work. A technical representative must be available at the start of surface preparations and sealant installation. Contact the manufacturer at least two weeks prior to installation.

Remove loose or damaged areas around joint, repair the joint nose where damaged and place sealant in accordance to manufacturer's installation procedures.

### **C.2 Joint Preparation**

(1) Remove the existing bar stock either welded to the existing expansion joint or pinned to the bridge deck. The bridge deck and overlay shall be saw cut and milled off on either side of the bridge joint to the width and depth as shown on the plans. The joints and milled surface shall be cleaned of all old joint seals, old expansion materials/devices, bituminous material, dirt, grease, and all other deleterious material. Remove all structurally unsound materials. The joints shall be cleaned over the total area of the block-out or openings to receive the polyester polymer concrete and/or primer material by sandblasting all concrete, steel, or asphalt surfaces. Preparation shall be as recommended by the polyester polymer concrete and/or sealant manufacturer.

(2) Place extruded foam insulation board into the joint opening at a width as specified as a form for the polyester polymer concrete material. Foam board width must be as specified for the joint opening. Foam board should be cut to extend at least 1"-2" below the bottom of the block-out or joint nosing opening. Foam board should be cut so that the top is level or up to 2" above the driving surface. Secure foam board in the joint. Tape the intersections of the foam board in the joint after they are placed correctly. Cut and remove any tape that overlaps onto the block-out surface. All potential leaks must be plugged before installing the polyester polymer concrete.

### **C.3 Polyester Polymer Concrete**

#### **C.3.1 Application of the Primer**

Do not apply the primer if any of the restrictions listed in C.3.2.1 are present. Apply primer to the deck surface within 5 minutes of mixing at approximately 1 gallon per 100

square feet. Use a squeegee, roller, broom, low pressure sprayer, etc. to distribute the material uniformly. Remove excess buildup. Wait a minimum of 15 minutes before placement of polyester polymer.

#### **C.3.2 Placement of the Polyester Polymer Concrete**

(1) Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the polyester polymer system if any of the following exists:

- Ambient air temperature is below 50°F.
- Deck temperature is below 50°F or above 100 °F.
- Moisture content in the deck exceeds 4.5% when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance to ASTM D4263.
- Rain is forecasted within 12 hours of completion.
- Materials component temperatures below 50°F or above 99 °F.
- If gel time is 10 minutes or less at predicted high air temperature for the day.

(2) Fill the nosing space with the polyester polymer concrete following manufacturer's instructions. The finish sand shall be applied by either mechanical or hand dispersion immediately after strike-off, before gelling occurs. Apply at approximately 15 to 20 lbs per 100 square feet or until saturation as determined by the engineer. The final surface of the polyester polymer concrete nosing material should be exactly level with the driving surface.

(3) Allow polyester polymer concrete nosing material to completely cure prior to placing joint sealant. Cure time will depend on temperature. After polyester polymer concrete has cured, remove the foam board. Grind a ¼" bevel on each right angle edge of the nosing concrete at the joint opening.

### **C.4 Silicone Joint Sealant**

#### **C.4.1 General**

Place silicone against dry concrete or polyester polymer concrete which has been allowed to cure. Apply sealant in strict accordance with the manufacturer's instructions for joint opening 1 inch to 3 inches at the time of sealing.

#### **C.4.2 Surface Preparation**

##### **C.4.2.1 Sandblasting**

Sandblast both faces of the joint, including areas where polyester polymer concrete was installed. Make a separate pass for each face for the full length of the joint and to the design depth of the center of the backer rod or a minimum of 3". Hold nozzle at an angle of 30 to 90 degrees to the joint face, at a distance of 1 to 2 inches.

For Portland cement concrete and polyester polymer concrete surfaces, sandblasting will be considered acceptable when both joint faces have a roughened surface with clean, exposed aggregate. Provide surface free of foreign matter or plastic residue.

After sandblasting, clean joint of debris using compressed air, with a minimum pressure of 90 psi. Equip air compressor with traps to prevent the inclusion of water and/or oil in the air line. Provide joint opening that is clean, dry, and free from mud, dirt, sand, oil, or grease and any other contaminants prior to application of the primer or sealant.

### **C.4.3 Joint Installation**

#### **C.4.3.1 Backer Rod Placement**

Install the backer rod to a uniform depth of at least 1 ¼ inches for joints up to 2 -1/2" wide as specified on the plans and as recommended by the manufacturer. For joints larger than 2-1/2" wide place backer rod at a depth of 1-3/8". Tape all splices in the backer rod to prevent material loss during sealing. Install the backer rod to within 1/8 inch tolerance prior to sealing.

#### **C.4.3.2 Sealant Placement**

Place sealant ½ inch thick within 1/8 inch tolerance as measured in the center of the joint at the thinnest point. Measure the sealant thickness during installation every ±2 feet. Adjust to correct sealant thickness to within tolerance immediately before the sealant begins to set up. Place sealant when the air and substrate temperatures are above 41 degrees F and 5 degrees F above the dew point. Maintain the joint in clean and dry condition during sealing. Halt sealing operation until the joint has been restored to a clean and dry state if the joint becomes wet and/or dirty during sealing,

Perform sealing using a pneumatic gun approved by the sealant manufacturer. Inspect the gun prior to sealing to ensure that it is in proper working order and that it is being operated at the recommended air pressure.

The gun must demonstrate proper mixing action before sealant will be allowed into the joint. Do not place unmixed sealant in the joint. Remove and replace all unmixed sealant found in the joint at the contractor's expense.

After the engineer has determined that the pneumatic gun is functioning properly, the joint shall be sealed to the thickness and depth as shown on the plans and in accordance to sealant manufacturer's recommendations. The sealant must be allowed to achieve initial set before opening the joint to traffic.

End of seal treatment at vertical faces of curbs, sidewalks or parapets shall be as recommended by the manufacturer and as shown on the plans.

Sealant placed incorrectly shall be removed and replaced by the contractor at the contractor's expense.

#### **C.4.3.3 Field Testing**

A minimum of one joint per bridge per joint configuration will be tested by the engineer by performing a "Pull Test". The sealant shall be allowed to cure for a minimum of 24 hours before testing. The locations for the tests will be determined by the engineer. The tests will be performed per the manufacturer's written instructions. As part of the test, the recess depth and sealant thickness will be verified. All joint system installations failing to meet the specifications shall be removed and replaced by the contractor, to the satisfaction of the engineer, at no cost to the department. In addition, since the "Pull Test" is a destructive test, the contractor shall repair the joint after completion of the test per the sealant manufacturer's written instructions at no additional cost to the department.

### **D Measurement**

The department will measure Bridge Joint Repair in length by the linear foot of repaired transverse joint 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.0090.02 | Bridge Joint Repair | LF   |

Payment is full compensation for saw cutting, removing bar stock, milling existing overlay, cleaning, repairing and preparing the surface; and for furnishing and installing all materials.

## **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   2   HCST Graduate(s) be utilized for   600   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   2   HCST Apprentice(s) be utilized for   800   hours on this contract.
- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST program is not available in the contractor’s area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified

under Items ASP.1T0G and ASP.1T0A. For more information, contact the Department of Transportation Labor Development Specialist at the phone number listed below.

- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## II. RATIONALE AND SPECIAL NOTE

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

***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

[Marguerite.Givings@dot.wi.gov](mailto:Marguerite.Givings@dot.wi.gov) | 608-789-7876

Deborah Seip, Labor Development Specialist

[Deborah.Seip@dot.wi.gov](mailto: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 Provision 6 (ASP-6)**  
**Modifications to the standard specifications**

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

*Make the following revisions to the standard specifications.*

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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 day's 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](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<sup>[1]</sup>**

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

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

**415 Concrete Pavement****415.3.16.4.1.2 Magnetic Pulse Induction**

*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 <sup>[1]</sup> |
|-----------------|----------------------------------------------|
| 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                                     |

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

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

### **506.3.19 Welding**

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

#### **506.3.19.4 Welding Inspection**

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

### **506.3.31 Cleaning of Surfaces**

#### **506.3.31.2 Coated Surfaces**

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

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

### **506.3.32 Painting Metal**

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.

## 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.
- 

### **526 Temporary Structures**

#### **526.3.4 Construction, Backfilling, Inspection and Maintenance**

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

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

#### **526.5 Payment**

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

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

**621 Landmark Reference Monuments**

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

**643 Traffic Control****643.1 Description**

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

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

|                          |                                                    |                                   |
|--------------------------|----------------------------------------------------|-----------------------------------|
| Drums                    | Warning lights                                     | 42-inch cones                     |
| Barricades type III      | Connected arrow boards                             | Portable changeable message signs |
| Flexible tubular markers | 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                                              | - Connected arrow boards            |
| - Barricades type III                                | - Sign sheeting                     |
| - Flexible tubular marker posts including bases      | - 42-inch cone assemblies           |
| - Warning lights and attachment hardware             | - Portable changeable message signs |
| - Channelizing curb systems                          | - Speed feedback trailers           |
| - Connected work zone start and end location markers |                                     |

**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](mailto: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:

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

|                 |                                                   |      |
|-----------------|---------------------------------------------------|------|
| 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<sup>2</sup>, meets or exceeds the following:

|                      |              | 180 DAY DRY              |
|----------------------|--------------|--------------------------|
| <u>MATERIAL</u>      | <u>COLOR</u> | <u>RETROREFLECTIVITY</u> |
| 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](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:

| <u>ITEM NUMBER</u> | <u>DESCRIPTION</u>                           | <u>UNIT</u> |
|--------------------|----------------------------------------------|-------------|
| 680.0100           | Public Land Survey Monument Verify and Reset | EACH        |

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

### **682 Geodetic Survey Monuments**

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

#### **682.1 Description**

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

#### **682.2 Materials**

- (1) Furnish materials conforming to the following:

|                           |       |
|---------------------------|-------|
| Concrete.....             | 501   |
| Reinforcement.....        | 505.2 |
| Foundation backfill ..... | 520.2 |

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

#### **682.3 Construction**

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

**682.3.1 Salvage Geodetic Survey Discs**

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

WisDOT Bureau of Technical Services  
 Geodetic Surveys Unit  
 3502 Kinsman Boulevard  
 Madison, WI 53704

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

**682.3.2 Geodetic Survey Monuments****682.3.2.1 Monument Location**

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

**682.3.2.2 Placing Monuments**

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

**682.3.2.3 Protecting and Curing**

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

**682.4 Measurement**

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

**682.5 Payment**

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

| <u>ITEM NUMBER</u> | <u>DESCRIPTION</u>           | <u>UNIT</u> |
|--------------------|------------------------------|-------------|
| 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.

**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 <sup>[1]</sup>                                    |                  |                  | 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 <sup>[2]</sup>       |                  |                  | X                             |
|                   |                                                                      |                  |                  |                               |
| Removal of:       | SCM                                                                  |                  |                  | X                             |
|                   | Type B or Type D chemical admixture                                  | X <sup>[3]</sup> | X <sup>[4]</sup> |                               |
| Addition of:      | Non-fading, color pigment                                            | X                |                  |                               |
|                   | Type B or Type D chemical admixture                                  | X <sup>[3]</sup> | X <sup>[4]</sup> |                               |
|                   | New SCM                                                              |                  |                  | X                             |

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

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

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

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

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 <sup>[1]</sup> | 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 <sup>[2]</sup> | X                | X                             |
| New lot/sublot layout <sup>[3]</sup>        |                  | X <sup>[4]</sup> | X                             |

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

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

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

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

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

| SCENARIO                                                                 | MIXTURE MODIFICATION                           |                                              |
|--------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|
| When the contract requires, or the HES is directed by the department     | OPTION 1 <sup>[1]</sup>                        | Add 94 to 282 lb/cy of cement <sup>[2]</sup> |
|                                                                          | 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 <sup>[1,2]</sup> |                                              |

<sup>[1]</sup> Adjust water to maintain workability without raising the w/cm ratio.

<sup>[2]</sup> 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 <sup>[1]</sup><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 <sup>[2], [3], [4]</sup>               |                                             | 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                                 |                                             | One test per 400 CY, minimum one test per 10 business days, maximum one test per day                      |                                                                                                 |
| Class II: Pavement Repair                                  |                                             |                                                                                                           |                                                                                                 |
| Class II: Pavement Replacement                             |                                             |                                                                                                           |                                                                                                 |
| Class II: Base Patching                                    |                                             |                                                                                                           |                                                                                                 |
| Class II: Ancillary                                        |                                             |                                                                                                           |                                                                                                 |
| Class II: Structure Repair – Curb & Surface <sup>[5]</sup> |                                             | Preplacement testing only                                                                                 |                                                                                                 |

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

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

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

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

[5] Aggregate gradation must meet the gradation previously approved by the engineer.

### 710.5.6.3 Department Acceptance Testing

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

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

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

| CONCRETE CLASSIFICATION        | PLACEMENT TESTING                                                                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Class I: Pavement              | One test per placement day for first 5 days of placement.<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 subplot for possible removal and replacement if the 28-day subplot average strength is:
- Pavement (Compressive): < 2500 psi
  - Pavement (Flexural): < 500 psi
  - Structure: <  $f'_c$  - 500 psi <sup>[1]</sup>
  - Cast-in-Place Barrier: <  $f'_c$  - 500 psi <sup>[1]</sup>
- <sup>[1]</sup>  $f'_c$  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 subplot 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 subplot test results, pay reductions will be applied to the entire subplot.

#### **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 subplot 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 | $\geq 0.5$ <sup>[1]</sup> | 10                                                 |
|                     | 0.1 to 0.4 <sup>[1]</sup> | 5                                                  |
| Below Specification | 0.1 to 0.5                | 20                                                 |
|                     | 0.6 to 1.0                | 30                                                 |
|                     | $> 1.0$                   | 50 or remove and replace                           |

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

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

| LIMITS (F) <sup>[1]</sup> | PERCENT PRICE REDUCTION OF THE CONTRACT UNIT PRICE |
|---------------------------|----------------------------------------------------|
| $\leq 5$                  | 10                                                 |
| $> 5$                     | 25                                                 |

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

## 716 QMP Ancillary Concrete

### 716.2 Materials

#### 716.2.1 Class II Concrete

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

(2) Perform random QC testing at the following frequencies:

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

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

#### 716.2.2 Class III Concrete

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

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

## Bid Items

### 600 Bid Items

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

|          |                      |      |
|----------|----------------------|------|
| 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 subplot 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 1<sup>st</sup> Tier and DBE Payments During Construction**

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

### **B. Costs for conforming to this special provision are incidental to the contract.**

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to [paul.ndon@dot.wi.gov](mailto: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](mailto: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](mailto: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
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

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

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid 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](mailto: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](mailto: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 procurement 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/WHDL/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 procurement 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 contract). "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 contractor). "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:

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams         | 1.7      | Iowa          | 1.7      | Polk          | 2.2      |
| Ashland       | 1.2      | Iron          | 1.2      | Portage       | 0.6      |
| Barron        | 0.6      | Jackson       | 0.6      | Price         | 0.6      |
| Bayfield      | 1.2      | Jefferson     | 7.0      | Racine        | 8.4      |
| Brown         | 1.3      | Juneau        | 0.6      | Richland      | 1.7      |
| Buffalo       | 0.6      | Kenosha       | 3.0      | Rock          | 3.1      |
| Burnett       | 2.2      | Kewaunee      | 1.0      | Rusk          | 0.6      |
| Calumet       | 0.9      | La Crosse     | 0.9      | St. Croix     | 2.9      |
| Chippewa      | 0.5      | Lafayette     | 0.5      | Sauk          | 1.7      |
| Clark         | 0.6      | Langlade      | 0.6      | Sawyer        | 0.6      |
| Columbia      | 1.7      | Lincoln       | 0.6      | Shawano       | 1.0      |
| Crawford      | 0.5      | Manitowoc     | 1.0      | Sheboygan     | 7.0      |
| Dane          | 2.2      | Marathon      | 0.6      | Taylor        | 0.6      |
| Dodge         | 7.0      | Marinette     | 1.0      | Trempealeau   | 0.6      |
| Door          | 1.0      | Marquette     | 1.7      | Vernon        | 0.6      |
| Douglas       | 1.0      | Menominee     | 1.0      | Vilas         | 0.6      |
| Dunn          | 0.6      | Milwaukee     | 8.0      | Walworth      | 7.0      |
| Eau Claire    | 0.5      | Monroe        | 0.6      | Washburn      | 0.6      |
| Florence      | 1.0      | Oconto        | 1.0      | Washington    | 8.0      |
| Fond du Lac   | 1.0      | Oneida        | 0.6      | Waukesha      | 8.0      |
| Forest        | 1.0      | Outagamie     | 0.9      | Waupaca       | 1.0      |
| Grant         | 0.5      | Ozaukee       | 8.0      | Waushara      | 1.0      |
| Green         | 1.7      | Pepin         | 0.6      | Winnebago     | 0.9      |
| Green Lake    | 1.0      | Pierce        | 2.2      | Wood          | 0.6      |

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

## **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 planing, 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/rdw/cmm/cm-02-28.pdf>

Effective with October 2025 Letting

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. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

**II. COVERAGE OF TRUCK DRIVERS**

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.  
[https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](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

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: | <ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. 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.</li></ul>  |
| 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:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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.</li></ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

|    |            |
|----|------------|
| 1  | 02/07/2025 |
| 2  | 02/21/2025 |
| 3  | 05/23/2025 |
| 4  | 06/06/2025 |
| 5  | 06/27/2025 |
| 6  | 07/04/2025 |
| 7  | 07/11/2025 |
| 8  | 07/25/2025 |
| 9  | 08/15/2025 |
| 10 | 08/29/2025 |
| 11 | 09/05/2025 |
| 12 | 09/12/2025 |
| 13 | 09/19/2025 |

BRWI0001-002 06/01/2025

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 40.09 | 28.10   |
| -----                   |          |         |
| BRWI0002-002 06/01/2025 |          |         |

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 48.60 | 29.31   |
| -----                   |          |         |
| 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   |
| -----                             |          |         |
| BRWI0003-002 06/01/2024           |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.45 | 27.41   |
| -----                   |          |         |
| BRWI0004-002 06/01/2025 |          |         |

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 44.71 | 28.90   |
| -----                   |          |         |
| 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   |
| PILEDRIIVER.....        | \$ 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, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| MILLWRIGHT.....         | \$ 42.00 | 28.85   |
| -----                   |          |         |
| CARP1074-002 06/03/2024 |          |         |

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,  
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),  
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER.....          | \$ 42.44 | 28.44   |
| PILEDRIVER.....         | \$ 42.44 | 28.44   |
| -----                   |          |         |
| CARP1143-002 06/03/2024 |          |         |

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEAU AND  
VERNON COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER.....          | \$ 42.44 | 28.44   |
| PILEDRIVER.....         | \$ 42.44 | 28.44   |
| -----                   |          |         |
| CARP1146-002 06/03/2024 |          |         |

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,  
AND SHAWANO (Western Portion of the County) COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER.....          | \$ 42.44 | 28.44   |
| PILEDRIVER.....         | \$ 42.44 | 28.44   |
| -----                   |          |         |
| CARP2337-009 06/03/2024 |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PILEDRIVERMAN.....      | \$ 42.21 | 34.07   |
| -----                   |          |         |
| ELEC0014-002 05/25/2025 |          |         |

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPLEALEAU, VERNON, AND WASHBURN  
COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Electricians:.....      | \$ 44.29 | 25.21   |
| -----                   |          |         |
| ELEC0014-007 05/25/2025 |          |         |

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KENOSHA, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RACINE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX, TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO AND WOOD COUNTIES

|                                                                                                                                                                                                                                                                                                                                                                                                          | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Teledata System Installer<br>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). |          |         |
| -----                                                                                                                                                                                                                                                                                                                                                                                                    |          |         |
| ELEC0127-002 06/01/2023                                                                                                                                                                                                                                                                                                                                                                                  |          |         |

KENOSHA COUNTY

|                         | Rates    | Fringes   |
|-------------------------|----------|-----------|
| Electricians:.....      | \$ 46.05 | 30%+13.15 |
| -----                   |          |           |
| ELEC0158-002 06/01/2024 |          |           |

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

|                         | Rates    | Fringes      |
|-------------------------|----------|--------------|
| ELECTRICIAN.....        | \$ 40.25 | 29.75%+11.17 |
| -----                   |          |              |
| 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 |
|--------------------|----------|-------|

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

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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; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing

machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

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

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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   |
| -----                   |          |         |
| IRON0512-008 05/01/2025 |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER.....         | \$ 46.35 | 36.86   |
| -----                   |          |         |
| IRON0512-021 05/01/2025 |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER.....         | \$ 42.89 | 36.86   |
| -----                   |          |         |
| LAB00113-002 06/02/2025 |          |         |

MILWAUKEE AND WAUKESHA COUNTIES

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/02/2025

OZAUKEE AND WASHINGTON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 38.06 | 25.53   |
| Group 2..... | \$ 38.16 | 25.53   |
| Group 3..... | \$ 38.21 | 25.53   |
| Group 4..... | \$ 38.41 | 25.53   |
| Group 5..... | \$ 38.26 | 25.53   |
| Group 6..... | \$ 35.15 | 25.53   |

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand

Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/02/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.  
CROIX, TAYLOR, TREMPLEAU, 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; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator, Demolition Burning Torch  
Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 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; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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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, TREMPLEAU, 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, TREMPLEAU, 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,<br>Dumpton & Articulated,<br>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.

#### ----- 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](mailto: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](mailto: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](mailto: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 Schedule of Items

Page 1 of 11

Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

Federal ID(s): WISC 2026054, N/A

SECTION: 0001

Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                                | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|------------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0002                 | 201.0105<br>Clearing                                                               | 44.000<br>STA                  | _____.     | _____.     |
| 0004                 | 201.0205<br>Grubbing                                                               | 44.000<br>STA                  | _____.     | _____.     |
| 0006                 | 203.0100<br>Removing Small Pipe Culverts                                           | 58.000<br>EACH                 | _____.     | _____.     |
| 0008                 | 203.0220<br>Removing Structure (structure) 01. C-02-1491                           | 1.000<br>EACH                  | _____.     | _____.     |
| 0010                 | 203.0220<br>Removing Structure (structure) 02. Cattle Pass 70'X42"X72"             | 1.000<br>EACH                  | _____.     | _____.     |
| 0012                 | 203.0220<br>Removing Structure (structure) 03. C-02-0168                           | 1.000<br>EACH                  | _____.     | _____.     |
| 0014                 | 203.0220<br>Removing Structure (structure) 04. 81'X72" RCCP                        | 1.000<br>EACH                  | _____.     | _____.     |
| 0016                 | 203.0220<br>Removing Structure (structure) 05. 72-Inch 85-FT Concrete Culvert Pipe | 1.000<br>EACH                  | _____.     | _____.     |
| 0018                 | 203.0335<br>Debris Containment Over Waterway (structure) 01. B-57-0025             | 1.000<br>EACH                  | _____.     | _____.     |
| 0020                 | 204.0100<br>Removing Concrete Pavement                                             | 6,619.000<br>SY                | _____.     | _____.     |
| 0022                 | 204.0110<br>Removing Asphaltic Surface                                             | 4,779.000<br>SY                | _____.     | _____.     |
| 0024                 | 204.0165<br>Removing Guardrail                                                     | 2,018.000<br>LF                | _____.     | _____.     |
| 0026                 | 204.0270<br>Abandoning Culvert Pipes                                               | 1.000<br>EACH                  | _____.     | _____.     |
| 0028                 | 205.0100<br>Excavation Common                                                      | 1,727.000<br>CY                | _____.     | _____.     |



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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

Federal ID(s): WISC 2026054, N/A

SECTION: 0001

Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                      | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0030                 | 206.2001<br>Excavation for Structures Culverts (structure) 01. C-02-0026 | 1.000<br>EACH                  | _____.     | _____.     |
| 0032                 | 208.0100<br>Borrow                                                       | 5,284.000<br>CY                | _____.     | _____.     |
| 0034                 | 208.1500.S<br>Temporary Lane Shift During Culvert Work                   | 46.000<br>EACH                 | _____.     | _____.     |
| 0036                 | 209.0200.S<br>Backfill Controlled Low Strength                           | 5.000<br>CY                    | _____.     | _____.     |
| 0038                 | 210.2500<br>Backfill Structure Type B                                    | 185.000<br>TON                 | _____.     | _____.     |
| 0040                 | 211.0400<br>Prepare Foundation for Asphaltic Shoulders                   | 10.000<br>STA                  | _____.     | _____.     |
| 0042                 | 213.0100<br>Finishing Roadway (project) 01. 1610-00-81                   | 1.000<br>EACH                  | _____.     | _____.     |
| 0044                 | 213.0100<br>Finishing Roadway (project) 02. 8520-02-71                   | 1.000<br>EACH                  | _____.     | _____.     |
| 0046                 | 305.0110<br>Base Aggregate Dense 3/4-Inch                                | 1,685.000<br>TON               | _____.     | _____.     |
| 0048                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                              | 11,110.000<br>TON              | _____.     | _____.     |
| 0050                 | 311.0110<br>Breaker Run                                                  | 110.000<br>TON                 | _____.     | _____.     |
| 0052                 | 415.0090<br>Concrete Pavement 9-Inch                                     | 34.000<br>SY                   | _____.     | _____.     |
| 0054                 | 415.0410<br>Concrete Pavement Approach Slab                              | 240.000<br>SY                  | _____.     | _____.     |
| 0056                 | 455.0605<br>Tack Coat                                                    | 1,135.000<br>GAL               | _____.     | _____.     |
| 0058                 | 465.0105<br>Asphaltic Surface                                            | 4,393.000<br>TON               | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

Federal ID(s): WISC 2026054, N/A

SECTION: 0001

Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                              | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|------------------------------------------------------------------|--------------------------------|------------|------------|
| 0060                 | 465.0110<br>Asphaltic Surface Patching                           | 33.000<br>TON                  | _____.     | _____.     |
| 0062                 | 465.0125<br>Asphaltic Surface Temporary                          | 32.000<br>TON                  | _____.     | _____.     |
| 0064                 | 502.3200<br>Protective Surface Treatment                         | 375.000<br>SY                  | _____.     | _____.     |
| 0066                 | 502.3205<br>Pigmented Surface Sealer Reseal                      | 56.000<br>SY                   | _____.     | _____.     |
| 0068                 | 504.0100<br>Concrete Masonry Culverts                            | 207.000<br>CY                  | _____.     | _____.     |
| 0070                 | 505.0400<br>Bar Steel Reinforcement HS Structures                | 19,820.000<br>LB               | _____.     | _____.     |
| 0072                 | 505.0600<br>Bar Steel Reinforcement HS Coated Structures         | 3,480.000<br>LB                | _____.     | _____.     |
| 0074                 | 509.0301<br>Preparation Decks Type 1                             | 85.000<br>SY                   | _____.     | _____.     |
| 0076                 | 509.0302<br>Preparation Decks Type 2                             | 35.000<br>SY                   | _____.     | _____.     |
| 0078                 | 509.0310.S<br>Sawing Pavement Deck Preparation Areas             | 218.000<br>LF                  | _____.     | _____.     |
| 0080                 | 509.0500<br>Cleaning Decks                                       | 143.000<br>SY                  | _____.     | _____.     |
| 0082                 | 509.0505.S<br>Cleaning Decks to Reapply Concrete Masonry Overlay | 232.000<br>SY                  | _____.     | _____.     |
| 0084                 | 509.1500<br>Concrete Surface Repair                              | 165.000<br>SF                  | _____.     | _____.     |
| 0086                 | 509.2000<br>Full-Depth Deck Repair                               | 18.000<br>SY                   | _____.     | _____.     |
| 0088                 | 509.2100.S<br>Concrete Masonry Deck Repair                       | 5.000<br>CY                    | _____.     | _____.     |



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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

Federal ID(s): WISC 2026054, N/A

SECTION: 0001

Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                            | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0090                 | 509.2500<br>Concrete Masonry Overlay Decks                                     | 29.000<br>CY                   | _____.     | _____.     |
| 0092                 | 509.9005.S<br>Removing Concrete Masonry Deck Overlay (structure) 01. B-57-0025 | 232.000<br>SY                  | _____.     | _____.     |
| 0094                 | 511.1200<br>Temporary Shoring (structure) 01. C-02-0026                        | 440.000<br>SF                  | _____.     | _____.     |
| 0096                 | 516.0500<br>Rubberized Membrane Waterproofing                                  | 36.000<br>SY                   | _____.     | _____.     |
| 0098                 | 520.1018<br>Apron Endwalls for Culvert Pipe 18-Inch                            | 8.000<br>EACH                  | _____.     | _____.     |
| 0100                 | 520.1024<br>Apron Endwalls for Culvert Pipe 24-Inch                            | 10.000<br>EACH                 | _____.     | _____.     |
| 0102                 | 520.1030<br>Apron Endwalls for Culvert Pipe 30-Inch                            | 12.000<br>EACH                 | _____.     | _____.     |
| 0104                 | 520.1036<br>Apron Endwalls for Culvert Pipe 36-Inch                            | 16.000<br>EACH                 | _____.     | _____.     |
| 0106                 | 520.1042<br>Apron Endwalls for Culvert Pipe 42-Inch                            | 8.000<br>EACH                  | _____.     | _____.     |
| 0108                 | 520.1048<br>Apron Endwalls for Culvert Pipe 48-Inch                            | 20.000<br>EACH                 | _____.     | _____.     |
| 0110                 | 520.3142<br>Culvert Pipe Class III 42-Inch                                     | 305.000<br>LF                  | _____.     | _____.     |
| 0112                 | 520.3148<br>Culvert Pipe Class III 48-Inch                                     | 817.000<br>LF                  | _____.     | _____.     |
| 0114                 | 520.3318<br>Culvert Pipe Class III-A 18-Inch                                   | 188.000<br>LF                  | _____.     | _____.     |
| 0116                 | 520.3324<br>Culvert Pipe Class III-A 24-Inch                                   | 343.000<br>LF                  | _____.     | _____.     |
| 0118                 | 520.3330<br>Culvert Pipe Class III-A 30-Inch                                   | 500.000<br>LF                  | _____.     | _____.     |



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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

Federal ID(s): WISC 2026054, N/A

SECTION: 0001

Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                                 | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-------------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0120                 | 520.3336<br>Culvert Pipe Class III-A 36-Inch                                        | 492.000<br>LF                  | _____.     | _____.     |
| 0122                 | 520.8000<br>Concrete Collars for Pipe                                               | 6.000<br>EACH                  | _____.     | _____.     |
| 0124                 | 520.8700<br>Cleaning Culvert Pipes                                                  | 1.000<br>EACH                  | _____.     | _____.     |
| 0126                 | 521.1503<br>Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 4 to 1 | 2.000<br>EACH                  | _____.     | _____.     |
| 0128                 | 522.0124<br>Culvert Pipe Reinforced Concrete Class III 24-Inch                      | 60.000<br>LF                   | _____.     | _____.     |
| 0130                 | 522.0130<br>Culvert Pipe Reinforced Concrete Class III 30-Inch                      | 109.000<br>LF                  | _____.     | _____.     |
| 0132                 | 522.0136<br>Culvert Pipe Reinforced Concrete Class III 36-Inch                      | 58.000<br>LF                   | _____.     | _____.     |
| 0134                 | 522.0142<br>Culvert Pipe Reinforced Concrete Class III 42-Inch                      | 60.000<br>LF                   | _____.     | _____.     |
| 0136                 | 522.0424<br>Culvert Pipe Reinforced Concrete Class IV 24-Inch                       | 117.000<br>LF                  | _____.     | _____.     |
| 0138                 | 522.0430<br>Culvert Pipe Reinforced Concrete Class IV 30-Inch                       | 62.000<br>LF                   | _____.     | _____.     |
| 0140                 | 522.0442<br>Culvert Pipe Reinforced Concrete Class IV 42-Inch                       | 59.000<br>LF                   | _____.     | _____.     |
| 0142                 | 522.1024<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch             | 8.000<br>EACH                  | _____.     | _____.     |
| 0144                 | 522.1030<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch             | 6.000<br>EACH                  | _____.     | _____.     |



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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

Federal ID(s): WISC 2026054, N/A

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Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                     | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0146                 | 522.1036<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch | 2.000<br>EACH                  | _____.     | _____.     |
| 0148                 | 522.1042<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch | 4.000<br>EACH                  | _____.     | _____.     |
| 0150                 | 530.0136<br>Culvert Pipe Corrugated Polyethylene 36-Inch                | 148.000<br>LF                  | _____.     | _____.     |
| 0152                 | 603.8000<br>Concrete Barrier Temporary Precast Delivered                | 775.000<br>LF                  | _____.     | _____.     |
| 0154                 | 603.8125<br>Concrete Barrier Temporary Precast Installed                | 1,890.000<br>LF                | _____.     | _____.     |
| 0156                 | 603.8500<br>Anchoring Concrete Barrier Temporary Precast                | 210.000<br>LF                  | _____.     | _____.     |
| 0158                 | 606.0300<br>Riprap Heavy                                                | 170.000<br>CY                  | _____.     | _____.     |
| 0160                 | 612.0406<br>Pipe Underdrain Wrapped 6-Inch                              | 95.000<br>LF                   | _____.     | _____.     |
| 0162                 | 614.0905<br>Crash Cushions Temporary                                    | 3.000<br>EACH                  | _____.     | _____.     |
| 0164                 | 614.1000<br>MGS Guardrail Temporary                                     | 37.500<br>LF                   | _____.     | _____.     |
| 0166                 | 614.2300<br>MGS Guardrail 3                                             | 1,386.500<br>LF                | _____.     | _____.     |
| 0168                 | 614.2330<br>MGS Guardrail 3 K                                           | 100.000<br>LF                  | _____.     | _____.     |
| 0170                 | 614.2500<br>MGS Thrie Beam Transition                                   | 300.000<br>LF                  | _____.     | _____.     |
| 0172                 | 614.2610<br>MGS Guardrail Terminal EAT                                  | 20.000<br>EACH                 | _____.     | _____.     |



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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

Federal ID(s): WISC 2026054, N/A

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Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                       | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0174                 | 614.8010<br>Anchor Post Assembly Top Mount                                | 5.000<br>EACH                  | _____.     | _____.     |
| 0176                 | 618.0100<br>Maintenance and Repair of Haul Roads (project) 01. 1610-00-81 | 1.000<br>EACH                  | _____.     | _____.     |
| 0178                 | 618.0100<br>Maintenance and Repair of Haul Roads (project) 02. 8520-02-71 | 1.000<br>EACH                  | _____.     | _____.     |
| 0180                 | 619.1000<br>Mobilization                                                  | 1.000<br>EACH                  | _____.     | _____.     |
| 0182                 | 624.0100<br>Water                                                         | 5.000<br>MGAL                  | _____.     | _____.     |
| 0184                 | 625.0100<br>Topsoil                                                       | 890.000<br>SY                  | _____.     | _____.     |
| 0186                 | 625.0500<br>Salvaged Topsoil                                              | 39,225.000<br>SY               | _____.     | _____.     |
| 0188                 | 627.0200<br>Mulching                                                      | 44,345.000<br>SY               | _____.     | _____.     |
| 0190                 | 628.1504<br>Silt Fence                                                    | 14,585.000<br>LF               | _____.     | _____.     |
| 0192                 | 628.1520<br>Silt Fence Maintenance                                        | 14,585.000<br>LF               | _____.     | _____.     |
| 0194                 | 628.1905<br>Mobilizations Erosion Control                                 | 6.000<br>EACH                  | _____.     | _____.     |
| 0196                 | 628.1910<br>Mobilizations Emergency Erosion Control                       | 4.000<br>EACH                  | _____.     | _____.     |
| 0198                 | 628.2008<br>Erosion Mat Urban Class I Type B                              | 4,790.000<br>SY                | _____.     | _____.     |
| 0200                 | 628.2027<br>Erosion Mat Class II Type C                                   | 825.000<br>SY                  | _____.     | _____.     |
| 0202                 | 628.7555<br>Culvert Pipe Checks                                           | 345.000<br>EACH                | _____.     | _____.     |



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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

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SECTION: 0001

Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|----------------------------------------------------|--------------------------------|------------|------------|
| 0204                 | 628.7570<br>Rock Bags                              | 260.000<br>EACH                | _____.     | _____.     |
| 0206                 | 629.0210<br>Fertilizer Type B                      | 87.000<br>CWT                  | _____.     | _____.     |
| 0208                 | 630.0120<br>Seeding Mixture No. 20                 | 42.000<br>LB                   | _____.     | _____.     |
| 0210                 | 630.0140<br>Seeding Mixture No. 40                 | 2,228.000<br>LB                | _____.     | _____.     |
| 0212                 | 630.0200<br>Seeding Temporary                      | 1,337.000<br>LB                | _____.     | _____.     |
| 0214                 | 630.0500<br>Seed Water                             | 1,165.000<br>MGAL              | _____.     | _____.     |
| 0216                 | 633.5200<br>Markers Culvert End                    | 98.000<br>EACH                 | _____.     | _____.     |
| 0218                 | 638.2102<br>Moving Signs Type II                   | 10.000<br>EACH                 | _____.     | _____.     |
| 0220                 | 638.4000<br>Moving Small Sign Supports             | 12.000<br>EACH                 | _____.     | _____.     |
| 0222                 | 642.5001<br>Field Office Type B                    | 1.000<br>EACH                  | _____.     | _____.     |
| 0224                 | 643.0300<br>Traffic Control Drums                  | 17,261.000<br>DAY              | _____.     | _____.     |
| 0226                 | 643.0420<br>Traffic Control Barricades Type III    | 470.000<br>DAY                 | _____.     | _____.     |
| 0228                 | 643.0705<br>Traffic Control Warning Lights Type A  | 935.000<br>DAY                 | _____.     | _____.     |
| 0230                 | 643.0715<br>Traffic Control Warning Lights Type C  | 4,185.000<br>DAY               | _____.     | _____.     |
| 0232                 | 643.0900<br>Traffic Control Signs                  | 9,512.000<br>DAY               | _____.     | _____.     |
| 0234                 | 643.0920<br>Traffic Control Covering Signs Type II | 2.000<br>EACH                  | _____.     | _____.     |



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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

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Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                            | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|----------------------------------------------------------------|--------------------------------|------------|------------|
| 0236                 | 643.1000<br>Traffic Control Signs Fixed Message                | 36.000<br>SF                   | _____.     | _____.     |
| 0238                 | 643.3165<br>Temporary Marking Line Paint 6-Inch                | 8,400.000<br>LF                | _____.     | _____.     |
| 0240                 | 643.3180<br>Temporary Marking Line Removable Tape 6-Inch       | 10,171.000<br>LF               | _____.     | _____.     |
| 0242                 | 643.3805<br>Temporary Marking Stop Line Paint 18-Inch          | 72.000<br>LF                   | _____.     | _____.     |
| 0244                 | 643.3850<br>Temporary Marking Stop Line Removable Tape 18-Inch | 48.000<br>LF                   | _____.     | _____.     |
| 0246                 | 643.3980<br>Temporary Marking Removable Mask Out Tape 8-Inch   | 1,505.000<br>LF                | _____.     | _____.     |
| 0248                 | 643.5000<br>Traffic Control                                    | 1.000<br>EACH                  | _____.     | _____.     |
| 0250                 | 645.0105<br>Geotextile Type C                                  | 150.000<br>SY                  | _____.     | _____.     |
| 0252                 | 645.0120<br>Geotextile Type HR                                 | 380.000<br>SY                  | _____.     | _____.     |
| 0254                 | 646.2005<br>Marking Line Paint 6-Inch                          | 15,231.000<br>LF               | _____.     | _____.     |
| 0256                 | 646.2020<br>Marking Line Epoxy 6-Inch                          | 395.000<br>LF                  | _____.     | _____.     |
| 0258                 | 646.9002<br>Marking Removal Line 6-Inch                        | 2,475.000<br>LF                | _____.     | _____.     |
| 0260                 | 650.4500<br>Construction Staking Subgrade                      | 30.000<br>LF                   | _____.     | _____.     |
| 0262                 | 650.5000<br>Construction Staking Base                          | 3,306.000<br>LF                | _____.     | _____.     |
| 0264                 | 650.6000<br>Construction Staking Pipe Culverts                 | 37.000<br>EACH                 | _____.     | _____.     |



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Proposal ID: 20251111028 Project(s): 1610-00-81, 8520-02-71

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Roadway Construction

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                            | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0266                 | 650.6501<br>Construction Staking Structure Layout (structure) 01. C-02-0026    | 1.000<br>EACH                  | _____.     | _____.     |
| 0268                 | 650.6501<br>Construction Staking Structure Layout (structure) 02. B-57-0025    | 1.000<br>EACH                  | _____.     | _____.     |
| 0270                 | 650.8000<br>Construction Staking Resurfacing Reference                         | 58.000<br>LF                   | _____.     | _____.     |
| 0272                 | 650.9911<br>Construction Staking Supplemental Control (project) 01. 1610-00-81 | 1.000<br>EACH                  | _____.     | _____.     |
| 0274                 | 650.9911<br>Construction Staking Supplemental Control (project) 02. 8520-02-71 | 1.000<br>EACH                  | _____.     | _____.     |
| 0276                 | 650.9920<br>Construction Staking Slope Stakes                                  | 10,900.000<br>LF               | _____.     | _____.     |
| 0278                 | 661.0101<br>Temporary Traffic Signals for Bridges (structure) 01. B-02-0057    | 1.000<br>EACH                  | _____.     | _____.     |
| 0280                 | 661.0101<br>Temporary Traffic Signals for Bridges (structure) 02. B-02-0047    | 1.000<br>EACH                  | _____.     | _____.     |
| 0282                 | 661.0101<br>Temporary Traffic Signals for Bridges (structure) 03. C-02-0026    | 1.000<br>EACH                  | _____.     | _____.     |
| 0284                 | 661.0101<br>Temporary Traffic Signals for Bridges (structure) 04. B-57-0025    | 1.000<br>EACH                  | _____.     | _____.     |
| 0286                 | 690.0150<br>Sawing Asphalt                                                     | 5,761.000<br>LF                | _____.     | _____.     |
| 0288                 | 690.0250<br>Sawing Concrete                                                    | 1,920.000<br>LF                | _____.     | _____.     |
| 0290                 | 715.0502<br>Incentive Strength Concrete Structures                             | 1,230.000<br>DOL               | 1.00000    | 1,230.00   |



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Roadway Construction

Alt Set ID:

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| Proposal Line Number | Item ID Description                                                      | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0292                 | 715.0720<br>Incentive Compressive Strength Concrete Pavement             | 500.000<br>DOL                 | 1.00000    | 500.00     |
| 0294                 | 999.2100.S<br>Installing and Maintaining Climbing Turtle Exclusion Fence | 980.000<br>LF                  | _____.     | _____.     |
| 0296                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR                  | 800.000<br>HRS                 | 5.00000    | 4,000.00   |
| 0298                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR                    | 600.000<br>HRS                 | 5.00000    | 3,000.00   |
| 0300                 | SPV.0045<br>Special 01. Driveway Assistance Device System                | 80.000<br>DAY                  | _____.     | _____.     |
| 0302                 | SPV.0060<br>Special 01. Embedded Galvanic Anodes                         | 22.000<br>EACH                 | _____.     | _____.     |
| 0304                 | SPV.0090<br>Special 01. Flashing Stainless Steel                         | 291.000<br>LF                  | _____.     | _____.     |
| 0306                 | SPV.0090<br>Special 02. Bridge Joint Repair                              | 99.000<br>LF                   | _____.     | _____.     |
| Section: 0001        |                                                                          |                                | Total:     | _____.     |
|                      |                                                                          |                                | Total Bid: | _____.     |

**PLEASE ATTACH ADDENDA HERE**