

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **008**

| <u>STATE ID</u> | <u>FEDERAL ID</u> | <u>PROJECT DESCRIPTION</u>                             | <u>HIGHWAY</u> | <u>COUNTY</u> |
|-----------------|-------------------|--|----------------|---------------|
| 1090-03-75      | WISC 2025414      | Ih43 - Airport Freeway,<br>Hale I/C                    | IH 043         | Milwaukee     |
| 1100-05-73      | WISC 2025415      | IH 41 Airport Freeway,<br>84th Street to N Lincoln Ave | IH 041         | Milwaukee     |

## ADDENDUM REQUIRED ATTACHED AT BACK

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

|  |   |
|--|---|
| Proposal Guaranty Required: \$550,000.00<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.  |
| Bid Submittal<br>Date: April 8, 2025<br>Time (Local Time): 11:00 am                            | Firm Name, Address, City, State, Zip Code       |
| Contract Completion Time<br>December 01, 2026  | <b>SAMPLE<br/>NOT FOR BIDDING PURPOSES</b>      |
| Assigned Disadvantaged Business Enterprise Goal 10%  | This contract is exempt from federal oversight. |

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

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

Subscribed and sworn to before me this date \_\_\_\_\_

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

\_\_\_\_\_  
(Bidder Signature)

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

\_\_\_\_\_  
(Print or Type Bidder Name)

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

\_\_\_\_\_  
(Bidder Title)

Notary Seal

| Type of Work:  | For Department Use Only |
|--|-------------------------|
| Removals, Milling, Grading, Aggregate, Asphalt Pavement, Structure Rehabilitation, Curb and Gutter, Concrete Sidewalk, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, ITS, Restoration. |                         |
| Notice of Award Dated  | Date Guaranty Returned  |

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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



## BID PREPARATION

### **Preparing the Proposal Schedule of Items**

#### **A. General**

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

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

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

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

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite□□ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite<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 1090-03-75, IH 43 – Airport Freeway; Hale I/C, IH 43, Milwaukee County, Wisconsin and Project 1100-05-73, IH 41 Airport Freeway; 84<sup>th</sup> Street to N Lincoln Ave, IH 41, Milwaukee 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 (20240703)

**2. Scope of Work.**

The work under this contract shall consist of concrete base patching, HMA Pavement, concrete pavement, high friction surface treatment, concrete curb and gutter, curb ramp replacement, signal work, lighting work, HMA overlay, concrete overlay, repair substructure, repair superstructure, pavement marking, permanent signing, erosion control, restoration, traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

**Structures:**

Bridges:

|          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|
| B-40-119 | B-40-124 | B-40-188 | B-40-301 | B-40-304 | B-40-323 |
| B-40-120 | B-40-186 | B-40-189 | B-40-302 | B-40-305 | B-40-324 |
| B-40-123 | B-40-187 | B-40-300 | B-40-303 | B-40-322 |          |

**3. Prosecution and Progress.**

Begin work within 10 calendar days after the engineer issues a written notice to do so.

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

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

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

**Interim Completions and Liquidated Damages**

01 - High Friction Surface Treatment & Deck Overlay Work: September 15, 2025

Complete high friction surface treatment and high friction surface treatment thin polymer overlay on the freeway mainline and Hale Interchange by September 15, 2025.

If the contractor fails to complete the high friction surface treatment on the E-N ramp, N-E ramp and the S-N ramp of the Hale Interchange (Stage 4); high friction surface treatment thin polymer overlay on B-40-189 (Stage 4) and B-40-324 by September 15, 2025, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on September 16, 2025. An entire calendar day will be charged for any period of time within a calendar day that this work remains incomplete beyond 12:01 AM.

## 02 - I-894 Mainline Interim Completion, November 8, 2025

Complete all contract work except final pavement markings on the freeway mainline and Hale Interchange by November 8, 2025. This excludes work on the following structures: B-40-300, B-40-301, B-40-302 and B-40-303; and work on the underside of the following structures: B-40-304 and B-40-305 (Stages 3-5).

If the contractor fails to complete operations by November 8, 2025, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 9, 2025. An entire calendar day will be charged for any period of time within a calendar day that this work remains incomplete beyond 12:01 AM.

## 03 - IH 43 NB (S-E Ramp):

Once work begins on the S-E Ramp of the Hale Interchange, complete all bridge deck work necessary to open the S-E Ramp to traffic within 45 calendar days.

If the contractor fails to complete the work to re-open the S-E Ramp within 45 calendar days of the closure date, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day that the roadway remains closed, and the work is incomplete beyond 12:01 AM on the 46<sup>th</sup> calendar day after the closure begins. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

## 04 - IH 43 SB (E-S Ramp):

Once work begins on the E-S Ramp of the Hale Interchange, complete all bridge deck work necessary to open the E-S Ramp to traffic within 45 calendar days.

If the contractor fails to complete the work to re-open the E-S Ramp within 45 calendar days of the closure date, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the roadway remains closed, and the work is incomplete beyond 12:01 AM on the 46<sup>th</sup> calendar day after the closure begins. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

## **Beam Guard**

If unable to remove as much beam guard that can be replaced within the same night, a temporary connection to the existing beam guard shall be completed prior to opening lanes to traffic for locations that will take more than one night to complete. The temporary connection will be incidental to the beam guard items.

## **General**

At locations that vehicular traffic and access will be maintained, provide temporary means to prevent grade differences greater than 1 inch between milled surfaces and existing or newly paved surfaces (both longitudinal and transverse). Bridge vertical differences using slopes of 12:1 or greater through milling of existing HMA pavement or through the use of a notched wedge joint, or through other means as approved by the engineer. Work to remove the notched wedge joint to be paid for as removing asphaltic longitudinal notched wedge joint milling.

## **Echelon Paving**

Most of the paving shall be done in echelon, refer to the staging plans for more information. Echelon paving is required for lanes 1, 2, 3 and 4 on I-41/I-894 from Cold Spring Rd to Lincoln Ave. Echelon paving is required for the 2 outside lanes from 84th St to Cold Spring Rd. For echelon paving, the trailing paver must stay close enough to the lead paver to maintain a temperature greater than 200 degrees Fahrenheit where the joint from the two pavers comes together.

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

Northern long-eared bats (*Myotis septentrionalis*, or NLEB) 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 1 to October 31, both dates inclusive.

The department has contracted with others and will perform the following operations after October 31 and prior to April 1:

- Cutting down and removing trees.

### **Rusty Patched Bumblebee (*Bombus affinis*)**

The Rusty Patched Bumblebee (RPBB) is a federally listed endangered species. The project will involve access to several existing bridges resulting in temporary ground disturbance. Ground disturbance activities associated with construction shall occur only during the bee's active season, between April 10<sup>th</sup> and October 10<sup>th</sup> to avoid the overwintering period for nesting queens and accidental take of the species. Conservation measures shall be taken to re-vegetate disturbed areas outside of the wetlands with a native wildflower seed mix that would benefit the RPBB in the area and provide improved foraging opportunities relative to the existing condition.

### **Migratory Birds**

Swallow or other migratory bird nests have been observed on the following structures; however, deterrent is not needed because (1) construction activities that may affect the underside or interior of structure(s) will not occur during the migratory bird nesting season, or (2) it has been determined that anticipated construction activities on the structure will not disturb active nests. If it is later determined during construction that the nests will be disturbed 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 April 15 to August 31.

Work on top of the deck can occur (overlays and partial deck repairs) can occur during nesting season but work underneath the structure and full deck repairs shall not occur during nesting season unless an avoidance measure is in place or a depredation permit is obtained.

### **Fish Spawning**

There shall be no in-stream disturbance of the Root River as a result of construction activity under or for this contract, from March 1 to June 15, both dates inclusive, in order to avoid adverse impacts upon fish and other aquatic organisms during sensitive time periods such as spawning and migration.

Matting cannot be placed on the bed or banks of the waterway and cannot be placed across the waterway. Accessing these areas over the Root River must be coordinated with DNR during the ECIP.

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.

### **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.

## **Schedule of Operations**

### **PROJECT 1090-03-75**

#### **B-40-119, B-40-120, B-40-123, B-40-124, B-40-186 & B-40-187:**

Scope of work includes deck repair/patching and methacrylate flood seal. Work can be completed concurrently with the 1100-05-73 freeway resurfacing work.

#### Stage 1 Construction:

Stage 1 work includes work completed on the outside lanes and outside shoulder on I-41/I-43/I-894. All work to be completed overnight.

#### Stage 2 Construction:

Stage 2 work includes work completed on the inside lanes and inside shoulder on I-41/I-43/I-894. All work to be completed overnight.

#### **B-40-188:**

Stages listed below can be completed in any order.

#### Stage 1 Construction:

Stage 1 work includes the following work completed on the outside railing on the N-E Ramp of the Hale Interchange.

- Concrete surface repair
- Slope paving repair at east abutment



#### Stage 2 Construction:

Stage 2 work includes the following work completed on the inside railing on the N-E Ramp of the Hale Interchange.

- Concrete surface repair
- Slope paving repair at east abutment

#### Stage 3 Construction:

Stage 3 work includes the following work completed on the N-E Ramp of the Hale Interchange.

- Gland replacement at west abutment
- Bearing repair

#### Stage 4 Construction:

Stage 3 work includes the following work completed on the underside of the bridge. This work should occur concurrently to work being completed on B-40-323 (E-S Ramp of the Hale Interchange).

- Concrete surface repair
- Concrete column jacketing replacement

### **B-40-189:**

Stages listed below can be completed in any order.

#### Stage 1 Construction:

Stage 1 work includes the following work completed on the outside railing of the S-N Ramp of the Hale Interchange.

- Concrete surface repair

#### Stage 2 Construction:

Stage 2 work includes the following work completed on the inside railing of the S-N Ramp of the Hale Interchange.

- Concrete surface repair

#### Stage 3 Construction:

Stage 3 work includes the following work completed on the underside of the bridge. This work should occur concurrently to work being completed on B-40-323 (E-S Ramp of the Hale Interchange).

- Slope paving repair
- Remove loose concrete overhead
- Concrete column jacketing replacement

#### Stage 4 Construction:

Work can be completed concurrently with the 1100-05-73 freeway resurfacing work.

Stage 4 work includes high friction surface treatment polymer overlay. All work to be completed overnight.

### **B-40-300:**

Stages listed below can be completed in any order.

#### Stage 1 Construction:

Stage 1 work includes concrete surface repair & curb repair completed on the outside of the IH 43 SB off ramp to STH 100.

#### Stage 2 Construction:

Stage 2 work includes concrete surface repair & curb repair completed on the inside of the IH 43 SB off ramp to STH 100.

#### Stage 3 Construction:

Stage 3 work includes the following work completed on the underside of the bridge over the outside lane and shoulder of IH 43 NB.

- Remove loose concrete overhead (to be completed overnight)
- Slope paving repair

#### Stage 4 Construction:

Stage 4 work includes the following work completed on the underside of the bridge over the inside lane and shoulder of IH 43 NB.

- Remove loose concrete overhead (to be completed overnight)
- Slope paving repair

### **B-40-301:**

Stages listed below can be completed in any order.

#### Stage 1 Construction:

Stage 1 work includes the following work completed on the outside half of STH 100 SB.

- Concrete surface repair
- Sidewalk repair & curb repair
- Fence repair
- Overlay deck with HMA with membrane (to be completed overnight)

#### Stage 2 Construction:

Stage 2 work includes the following work completed on the inside half of STH 100 SB.

- Concrete surface repair
- Sidewalk repair & curb repair
- Fence repair
- Overlay deck with HMA with membrane (to be completed overnight)

#### Stage 3 Construction:

Stage 3 work includes the following work completed on the underside of the bridge over the outside lane and shoulder of IH 43 NB.

- Remove loose concrete overhead (to be completed overnight)
- Slope paving repair

#### Stage 4 Construction:

Stage 4 work includes the following work completed on the underside of the bridge over the inside lane and shoulder of IH 43 NB.

- Remove loose concrete overhead (to be completed overnight)
- Slope paving repair

### **B-40-302:**

Stages listed below can be completed in any order.

#### Stage 1 Construction:

Stage 1 work includes the following work completed on the outside half of STH 100 NB.

- Concrete surface repair
- Sidewalk repair & curb repair

- Fence repair
- Replace NE wingwall
- Overlay deck with HMA with membrane (to be completed overnight)

Stage 2 Construction:

Stage 2 work includes the following work completed on the inside half of STH 100 NB.

- Concrete surface repair
- Sidewalk repair & curb repair
- Fence repair
- Overlay deck with HMA with membrane (to be completed overnight)

Stage 3 Construction:

Stage 3 work includes the following work completed on the underside of the bridge over the outside lane and shoulder of IH 43 NB.

- Remove loose concrete overhead (to be completed overnight)
- Slope paving repair

Stage 4 Construction:

Stage 4 work includes the following work completed on the underside of the bridge over the inside lane and shoulder of IH 43 NB.

- Remove loose concrete overhead (to be completed overnight)
- Slope paving repair

**B-40-303:**

Stages listed below can be completed in any order.

Stage 1 Construction:

Stage 1 work includes the following work completed on the outside curb and railing of IH 43 SB.

- Concrete surface repair
- Curb repair

Stage 2 Construction:

Stage 2 work includes the following work completed on the inside curb and railing of the IH 43 SB off ramp to STH 100.

- Concrete surface repair
- Curb repair

Stage 3 Construction:

Stage 3 work includes the following work completed on the underside of the bridge over the outside lanes of STH 100.

- Remove loose concrete overhead (to be completed overnight)
- Concrete surface repair/remove unsecured rebar at slab edge (to be completed overnight)
- Slope paving repair

Stage 4 Construction:

Stage 4 work includes the following work completed on the underside of the bridge over the inside lanes of STH 100. All work to be completed overnight.

- Remove loose concrete overhead

**B-40-304:**

Stages listed below can be completed in any order.

All work being completed under the structure that requires access under the structure cannot begin in these areas until rare species surveys have confirmed that the seaside crowfoot is not present, OR if found, cannot occur until incidental take authorization is granted, and BMPs/conservation measures have been implemented to minimize/avoid take of State Listed Threatened plant.

**Stage 1 Construction:**

Stage 1 work includes the following work completed on the outside half of IH 43 NB.

- Deck patching (to be completed overnight)
- Concrete surface repair (to be completed overnight)
- Slope paving repair
- Deck drain cleaning
- Clean & paint bearings/remove & replace bearings
- Clean & paint pin & hanger assemblies
- Concrete column jacketing replacement

**Stage 2 Construction:**

Stage 2 work includes the following work completed on the inside half of IH 43 NB.

- Deck patching (to be completed overnight)
- Concrete surface repair (to be completed overnight)
- Slope paving repair
- Deck drain cleaning
- Clean & paint bearings/remove & replace bearings
- Clean & paint pin & hanger assemblies
- Concrete column jacketing replacement

**Stage 3 Construction:**

Stage 3 work includes removing loose concrete overhead on the underside of the bridge over the outside lane and shoulder of Layton Avenue. Complete one side at a time, leaving sidewalk along one side of Layton Ave open at all times. All work over Layton Avenue to be completed overnight while detour on Layton Avenue is being utilized.

**Stage 4 Construction:**

Stage 4 work includes removing loose concrete overhead on the underside of the bridge over the inside lane of Layton Avenue. All work over Layton Avenue to be completed overnight while detour on Layton Avenue is being utilized.

**Stage 5 Construction:**

Stage 5 work includes removing loose concrete overhead on the underside of the bridge over the Oak Leaf Trail.

**B-40-305:**

Stages listed below can be completed in any order.

All work being completed under the structure that requires access under the structure cannot begin in these areas until rare species surveys have confirmed that the seaside crowfoot is not present, OR if found, cannot occur until incidental take authorization is granted, and BMPs/conservation measures have been implemented to minimize/avoid take of State Listed Threatened plant.

#### Stage 1 Construction:

Stage 1 work includes the following work completed on the outside half of IH 43 SB.

- Deck patching (to be completed overnight)
- Concrete surface repair (to be completed overnight)
- Slope paving repair
- Deck drain cleaning
- Clean & paint bearings/remove & replace bearings
- Clean & paint pin & hanger assemblies
- Concrete column jacketing replacement
- Erosion repair

#### Stage 2 Construction:

Stage 2 work includes the following work completed on the inside half of IH 43 SB.

- Deck patching (to be completed overnight)
- Concrete surface repair (to be completed overnight)
- Slope paving repair
- Deck drain cleaning
- Clean & paint bearings/remove & replace bearings
- Clean & paint pin & hanger assemblies
- Concrete column jacketing replacement
- Erosion repair

#### Stage 3 Construction:

Stage 3 work includes removing loose concrete overhead on the underside of the bridge over the outside lane and shoulder of Layton Avenue. Complete one side at a time, leaving sidewalk along one side of Layton Ave open at all times. All work over Layton Avenue to be completed overnight while detour on Layton Avenue is being utilized.

#### Stage 4 Construction:

Stage 4 work includes removing loose concrete overhead on the underside of the bridge over the inside lane of Layton Avenue. All work over Layton Avenue to be completed overnight while detour on Layton Avenue is being utilized.

#### Stage 5 Construction:

Stage 5 work includes removing loose concrete overhead on the underside of the bridge over the Oak Leaf Trail.

#### **B-40-322:**

Work includes concrete overlay, FRP girder end repair, joint replacement, bearing replacement, concrete surface repair, and replace deck drains.

All work being completed under the structure that requires access under the structure cannot begin in these areas until rare species surveys have confirmed that the seaside crowfoot is not present, OR if found, cannot occur until incidental take authorization is granted, and BMPs/conservation measures have been implemented to minimize/avoid take of State Listed Threatened plant.

**B-40-323:**

Work includes concrete overlay, FRP girder end repair, joint replacement, bearing replacement at abutments, concrete surface repair, and replace deck drains.

**B-40-324:**

Stages listed below can be completed in any order.

**Stage 1 Construction:**

Stage 1 work includes the following work completed on the outside lanes and outside shoulder on I-41/I-43/I-894 (Ramp E-N of the Hale Interchange). All work to be completed overnight.

- High friction surface treatment polymer overlay
- Strip seal gland replacement

**Stage 2 Construction:**

Stage 2 work includes the following work completed on the inside lanes and inside shoulder on I-41/I-43/I-894 (Ramp E-N of the Hale Interchange). All work to be completed overnight.

- High friction surface treatment polymer overlay
- Strip seal gland replacement

**Stage 3 Construction:**

Stage 3 work includes the following work completed on the underside of the bridge.

- FRP girder end repair
- Clean & paint bearings at west abutment
- Concrete surface repair
- Abutment embankment repair

**PROJECT 1100-05-73****2025 Work (Freeway Work)**

To complete the high friction surface treatment before September 15<sup>th</sup>, 2025, the freeway is divided into two segments:

- The Hale Interchange segment (84<sup>th</sup> Street to Cold Spring Road).
- The North-South segment (Cold Spring Road to Lincoln Ave).

**The Hale Interchange Segment:****Stage 1 Construction:**

All work to be completed overnight.

Stage 1A: Concrete base patching on the outside half of I-41/I-43/I-894.

Stage 1B: Concrete base patching on the inside half of I-41/I-43/I-894.

**Stage 2 Construction:**

All work to be completed overnight.

Stage 2A: Milling and paving the lower layer of HMA on the outside half of I-41/I-43/I-894.

Stage 2B: Milling and paving the lower layer of HMA on the inside half of I-41/I-43/I-894.

**Stage 3 Construction:**

All work to be completed overnight.

Stage 3A: Paving the upper layer of HMA on the inside half of I-41/I-43/I-894.

Stage 3B: Paving the upper layer of HMA on the outside half of I-41/I-43/I-894.

#### Stage 4 Construction:

All work to be completed overnight.

Stage 4A: Placing the high friction surface treatment on the outside half of I-41/I-43/I-894.

Stage 4B: Placing the high friction surface treatment on the inside half of I-41/I-43/I-894.

#### Stage 5 Construction:

The following work can be completed at any time:

- Guardrail replacement
- Replace asphaltic flume on the E-N Ramp
- Replace concrete channel with riprap between the E-S Ramp and the E-N Ramp

### **The North-South Segment:**

#### Stage 1 Construction:

All work to be completed overnight.

Stage 1A: Concrete base patching on the outside half of I-41/I-43/I-894.

Stage 1B: Concrete base patching on the inside half of I-41/I-43/I-894.

#### Stage 2 Construction:

The inside shoulder and lanes 1 through 4 are to be milled and paved in echelon during full freeway weekend closures. Auxiliary lanes and outside shoulders may be paved during the same respective full freeway weekend closures, or alternatively the Contractor may choose to begin the work prior to the full freeway weekend closures. If beginning auxiliary lanes and outside shoulders prior to full freeway weekend closures, milling and lower lift paving must be done first. Milling and paving lower and upper lifts in inside shoulders and lanes 1 through 4 shall follow. Lastly, auxiliary lanes and outside shoulder surface lifts may be paved.

Milling and paving the lower layer of HMA (all lanes) on I-41/I-43/I-894. Complete the lower and upper pavement layers in one direction before starting the other direction.

#### Stage 3 Construction:

All work to be completed during a full freeway weekend closure.

Paving the upper layer of HMA (all lanes) on I-41/I-43/I-894. Complete one direction at a time.

#### Stage 4 Construction:

The following work can be completed at any time:

- Guardrail replacement.
- Riprap channel and flume replacement near the Hale Interchange.
- Add railing extension at the Dakota St pedestrian bridge.
- Inlet replacement near National Ave.

### **2026 Work (Ramp & Local Road Work)**

Work on the ramps and local roads may occur in 2025 except for work on National Avenue and the National Avenue service ramps:

#### Beloit Road Interchange:

- Daytime Work:
  - Stage 1A: Curb ramp replacement on Beloit Rd on the southside of the roadway.
  - Stage 1B: Remove curb ramp on Beloit Rd on the northside at the I-41 SB/I-894 EB off ramp.
- Overnight Work:

- Concrete base patching, milling and HMA pavement on Beloit Rd and the Beloit Rd service ramps. Concrete pavement replacement on Beloit Rd.

#### Oklahoma Avenue Interchange:

- Daytime Work:
- Stage 1: Curb ramp replacement, signal, and lighting work on the outside lane and shoulder of Oklahoma Ave.
- Stage 1A: Curb ramp replacement of islands on the northside of Oklahoma Ave. The curb ramps on the northside of 101<sup>st</sup> St can be replaced during this stage or Stage 1B.
- Stage 1B: Curb ramp replacement of the rest of the curb ramps on the northside of Oklahoma Ave. Concrete barrier and guardrail work on the I-41 NB/I-894 WB on ramp.
- Stage 1C: Curb ramp replacement along the southside of Oklahoma Ave at 100<sup>th</sup> St.
- Stage 2: Signal and lighting work on the inside lane of Oklahoma Ave.
- Overnight Work:
- Concrete base patching, loop detectors, milling and HMA pavement on Oklahoma Ave and the Oklahoma Ave service ramps.

#### National Avenue Interchange:

- Daytime Work:
- Coordinate signal work with Project 2410-15-70.
- Overnight Work:
- Concrete base patching, loop detectors, milling, HMA pavement, high friction surface treatment, and guardrail replacement on National Ave and the National Ave service ramps.

#### Lincoln Avenue Interchange:

- Daytime Work:
- Stage 1: Curb ramp replacement and signal work on the outside lane and shoulder of Lincoln Ave.
- Stage 1A: Curb ramp replacement of islands on the northside of Lincoln Ave.
- Stage 1B: Curb ramp replacement of the rest of the curb ramps on the northside of Lincoln Ave.
- Stage 1C: Curb ramp replacement along the southside of Lincoln Ave at 100<sup>th</sup> St.
- Stage 2: Curb ramp addition work in the median of Lincoln Ave near 100<sup>th</sup> St.
- Overnight Work:
- Concrete base patching, loop detectors, milling and HMA pavement on Lincoln Ave and the Lincoln Ave service ramps.

### **Contractor Coordination**

Attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week “look ahead”. Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input.

### **HMA Paving – Work Requirements**

Place HMA pavement on milled surfaces prior to opening to traffic.



Pave the outside lane and adjacent shoulder with widths of 6 ft or less in one operation to eliminate construction joint between traveled lane and shoulder pavement.

### **Portable Changeable Message Signs**

Obtain acceptance from the engineer regarding the wording of all messages on portable changeable message signs prior to placing the message.

### **Ramp Closures**

All entrance and exit ramps shall be posted three business days in advance of their closure with dates and time of closure.

No two consecutive entrance ramps or consecutive exit ramps may be closed unless it is shown in the traffic control plans or approved by the engineer.

### **Freeway and Ramp Work Restrictions**

#### **Definitions**

The following definitions apply to this contract for work restrictions:

**System Ramps:** Freeway to freeway ramps.

**Service Ramps:** Freeway to/from local road ramps.

#### **Weekday Peak Hours**

5:30 AM – 7:00 PM (Monday, Tuesday, Wednesday, Thursday, Friday)

#### **Weekend Peak Hours**

8:00 AM – 7:00 PM (Saturday, Sunday)

#### **Weekday Off Peak Hours**

7:00 PM – 9:00 PM (Monday, Tuesday, Wednesday, Thursday, Friday)

#### **Weekend Off Peak Hours**

7:00 PM – 9:00 PM (Saturday, Sunday)

#### **Nighttime and System Ramp Closure Hours**

9:00 PM – 5:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)

9:00 PM – 8:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

#### **Full Freeway Closure Hours**

10:00 PM – 4:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)

11:00 PM – 6:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

#### **Service Ramps Closure Hours**

9:00 PM – 6:00 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)

10:30 PM – 8:30 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

Do not close freeway lanes or shoulders and ensure that the freeways are entirely clear of traffic during Weekday Peak Hours and Weekend Peak Hours, except as shown in the traffic control plans. Provide a minimum of one lane in each direction of the freeway that is entirely clear for traffic during Nighttime Hours except as allowed during full closure. Close service ramps only during Service Ramp Closure

Hours, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures.

Follow plan details for closures. Lane restrictions of the freeway beyond that shown on the traffic control plans are subject to lane rental fee assessments and must be approved by the engineer. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer. Once approved, allow at least three business days prior to the closure of roadway, lane, and ramp as identified in Contractor Coordination.

Obtain prior acceptance from the engineer for Ramp Closures. Long-term ramp closures shown on the traffic control plans shall be posted 10 business days in advance of their closure with dates and time of closure. Post all short-term entrance and exit ramps three business days in advance of their closure with dates and time of closure.

No two consecutive entrance ramps or consecutive exit ramps may be closed unless it is approved by the engineer.

Full closure and detouring of freeway roads will be restricted to Full Freeway Closure Hours unless otherwise specified. The freeway may be closed to facilitate the removal of full span sign structures, erection of full span sign structures, removal of structures, erection of girders, and other work approved by the engineer. Provide signed detour routes, as shown in the plans, fully open and free of construction during all full freeway and system ramp closures.

If the scheduled closures of multiple system ramps result in a full freeway closure, one ramp must be left open until the allowable full freeway closure hours. If closed system ramps result in a full freeway closure, only system ramp closure items will be paid for.

## **Local Road Work Restrictions**

### **Definitions**

The following definitions apply to this contract for local street closure restrictions:

#### **Peak Hours**

6:00 AM – 9:00 AM (Monday, Tuesday, Wednesday, Thursday, Friday)

3:00 PM – 7:00 PM (Monday, Tuesday, Wednesday, Thursday)

3:00 PM – 9:00 PM (Friday)

11:00 AM – 8:00 PM (Saturday)

1:00 PM – 5:00 PM (Sunday)

#### **Off Peak Hours**

9:00 AM – 3:00 PM (Monday, Tuesday, Wednesday, Thursday, Friday)

7:00 PM – 6:00 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)

9:00 PM – 11:00 AM (Friday PM to Saturday AM)

8:00 PM – 1:00 PM (Saturday PM to Sunday PM)

5:00 PM – 6:00 AM (Sunday PM to Monday AM)

Do not close local roads and ensure that all local roads are entirely clear for traffic during Weekday Peak Hours and Weekend Peak Hours. Provide a minimum of one lane in each direction of the local road that is entirely clear for traffic during Weekday Nighttime Lane Closure Hours and Weekend Nighttime Lane Closure Hours.

## **Extended Weekend Full Freeway Closure: B-40-188**

The contractor will need to close IH 41/IH 43/IH 894 (N-E Ramp of the Hale Interchange) for an extended weekend full closure for the gland replacement of B-40-188. Extended weekend full closure hours shall be 11:00 PM Friday to 5:30 AM Monday. This work is preferred to occur during cooler temperatures. It is recommended to complete this work concurrently with the E-S Ramp closure. Additional work may also be allowed during the closure as approved by the engineer. Submit requests to the engineer, in writing,

for the extended weekend full closure, a minimum of 30 calendar days prior to the planned closure event. Obtain approval from the engineer prior to closure event and schedule a pre-closure meeting with the engineer.

#### **Extended Weekend Full Freeway Closure: HMA Paving**

The contractor may close IH 41/IH 894 for an extended weekend full closure for mainline HMA paving of Lanes 1, 2, 3 and 4 from Cold Spring Rd to Lincoln Ave. Pavement shall be paved in echelon for lanes 1, 2, 3 and 4. Extended weekend full closure hours shall be 11:00 PM Friday to 5:30 AM Monday. Two weekends are allowed per direction. EB and WB closures are not allowed on the same weekend. Complete the lower and upper pavement layers in one direction before starting the other direction. Additional work other than mainline HMA paving may also be allowed during the full freeway closures as approved by the engineer. Submit requests to the engineer, in writing, for extended weekend full freeway closures, a minimum of 30 calendar days prior to the planned closure event. Obtain approval from the engineer prior to closure event and schedule a pre-closure meeting with the engineer.

## **4. Lane Rental Fee Assessment.**

### **A General**

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

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

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

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

### **B Lane Rental Fee Assessment**

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

- Full Freeway Closure (IH 41/IH 43/IH 894):
  - 4:30 AM to 5:30 AM: \$2,500 per lane, per direction of travel, per hour broken into 15-minute increments
  - After 5:30 AM: \$8,000 per lane, per direction of travel, per hour broken into 15-minute increments
- Freeway Nighttime Lane Closure (IH 41/IH 43/IH 894) Extending into Weekday Peak Hours:
  - 4 lanes to 3 lanes: \$6,000 per lane, per direction of travel, per hour broken into 15-minute increments
  - 3 lanes to 2 lanes: \$8,000 per lane, per direction of travel, per hour broken into 15-minute increments
- Freeway Nighttime Lane Closure (IH 41/IH 43/IH 894) Extending into Weekend Peak Hours - \$6,000 per lane, per direction of travel, per hour broken into 15-minute increments
- System Ramp- \$1,000 per lane, per direction of travel, per hour broken into 15-minute increments
- Service Ramp- \$1,000 per lane, per direction of travel, per hour broken into 15-minute increments
- Local Road Nighttime Lane extending into Peak Hours - \$1,000 per lane, per direction of travel, per hour broken into 15-minute increments

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

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

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

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

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

stp-108-070 (20161130)

## **5. Traffic**

*Supplement standard spec 643.3.1 with the following:*

IH 41/IH 43/IH 894 is an OSOW route. All fixed message and width restricted signs must be in place prior to the beginning of the width restricted stage to inform multi trip permit holders to utilize alternate routes. See Wisconsin Lane Closure System Advance Notification article to address lane restrictions in LCS.

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, City of Greenfield Police Department, City of West Allis Police Department and the project engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of IH 41/IH 43/IH 894 with equipment or vehicles.

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

Provide minimum 24-hour advance notification to the engineer for any LCS cancellations (not related to weather).

Do not disturb, remove, or obliterate any traffic control signs, advisory signs, sand barrel array, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

SER-643-001 (20230214)

### **Local Roads**

The local roads are urban corridors with a mix of residential, commercial and industrial users. Contractor shall coordinate access changes and restrictions to all destinations in advance of such restrictions.

There are some destinations along the corridor that have no alternate means of access. Contractor shall coordinate closures and work to maintain and restore access as quickly as possible. Contractor shall notify locations with limited access 24 hours in advance of the restriction. Notification should be hand delivered and include a timeframe not to exceed 4 hours of when the closure is to occur. Payment for coordination is considered incidental to the contract.

Early suspension of some transit routes will be allowed to facilitate local road construction. Refer to the "Notice to Contractor – Milwaukee County Transit System" Article for more information.

Keep sidewalks open unless otherwise shown on the plans, or to facilitate the removal of structures or as approved by the engineer. Flaggers needed when paving near crossings.

### **Residential and Business Property Access**

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Access for all driveways where alternative access is not available shall remain open at all times, except for during paving operations next to an entrance. Do not fully close commercial driveways. Construct commercial driveways in halves or by closing one access at a time for properties that have multiple

driveways. Restore private and commercial entrances to include a crushed aggregate surface, within same working day of entrance removal.

Contractor shall coordinate access changes and restrictions to all driveways in advance of such restrictions. Contractor shall restore access changes and restrictions immediately upon completion of the construction operations that require the closure. Contractor shall notify property owners with limited access 48 hours in advance of restriction. See traffic control and staging plans for how driveway access is to be maintained during each stage.

Contact businesses which have entrances within the project limits seven days prior to performing work which may affect the entrances. Confirm the closure with the property owner two days prior to use. If a business has two driveways, keep one open while constructing the other driveway. If a property has one driveway, construct one half at a time or coordinate full closure only with prior approval of the property owner and engineer.

### **Schedule of Operations**

Complete all work as shown in the traffic control plans. All variations from the traffic control plans shall be approved in writing at least 48 hours prior to any traffic control change.

### **PROJECT 1090-03-75**

#### **B-40-119, B-40-120, B-40-123, B-40-124, B-40-186 & B-40-187:**

Work can be completed concurrently with the 1100-05-73 freeway resurfacing work.

##### Stage 1:

The following movements are closed overnight:

- The inside three lanes and inside shoulder of IH 41/IH 894.
- The S-N ramp of the Hale Interchange.
- IH 41/IH 894 service ramps at Beloit Rd.
- IH 41/IH 894 service ramps at Oklahoma Ave.
- IH 41/IH 894 service ramps at National Ave.
- IH 41 SB/IH 894 EB on ramp from Lincoln Ave.

##### Stage 2:

The following movements are closed overnight:

- The outside three lanes and outside shoulder of IH 41/IH 894.
- The N-S ramp of the Hale Interchange.

#### **B-40-188:**

##### Stage 1:

The following movements are closed:

- The outside lane of the N-E Ramp of the Hale Interchange. Closure is limited to 5 calendar days.

##### Stage 2:

The following movements are closed:

- The inside lane of the N-E Ramp of the Hale Interchange. Closure is limited to 5 calendar days.

### Stage 3:

The following movements are closed:

- IH 41/IH 43/IH 894 (N-E Ramp of the Hale Interchange). Closure is limited to an extended weekend full freeway closure.

### Stage 4:

This work should occur concurrently to work being completed on B-40-323 (E-S Ramp of the Hale Interchange).

The following movements are closed:

- The E-S ramp of the Hale Interchange. Closure is limited to 45 calendar days, including the work on B-40-323.

## **B-40-189:**

### Stage 1:

The following movements are closed:

- The outside shoulder of the S-N Ramp of the Hale Interchange.

### Stage 2:

The following movements are closed:

- The inside lane of the S-N Ramp of the Hale Interchange. Closure is limited to 5 calendar days.

### Stage 3:

This work should occur concurrently to work being completed on B-40-323 (E-S Ramp of the Hale Interchange).

The following movements are closed:

- The E-S ramp of the Hale Interchange. Closure is limited to 45 calendar days, including the work on B-40-323.

### Stage 4:

Work can be completed concurrently with the 1100-05-73 freeway resurfacing work.

The following movements are closed overnight:

- The S-N ramp of the Hale Interchange.

## **B-40-300:**

### Stage 1:

The following movements are closed:

- The outside shoulder of the IH 43 SB off ramp to STH 100.

### Stage 2:

The following movements are closed:

- The inside lane of the IH 43 SB off ramp to STH 100. Closure is limited to 5 calendar days.

### Stage 3:

The following movements are closed:

- The outside lane of IH 43 NB (overnight for removing loose concrete overhead).
- The outside shoulder of IH 43 NB for slope paving repair.

Stage 4:

The following movements are closed overnight:

- The inside lane of IH 43 NB.

**B-40-301:**

Stage 1:

The following movements are closed:

- The outside lane of STH 100 SB. Closure is limited to 10 calendar days.
- The two outside lanes of STH 100 SB (overnight for deck overlay work).

Stage 2:

The following movements are closed:

- The inside lane of STH 100 SB. Closure is limited to 10 calendar days.
- The two inside lanes of STH 100 SB (overnight for deck overlay work).

Stage 3:

The following movements are closed:

- The outside lane of IH 43 NB (overnight for removing loose concrete overhead).
- The outside shoulder of IH 43 NB for slope paving repair.

Stage 4:

The following movements are closed overnight:

- The inside lane of IH 43 NB.

**B-40-302:**

Stage 1:

The following movements are closed:

- The outside lane of STH 100 NB. Closure is limited to 10 calendar days.
- The two outside lanes of STH 100 NB (overnight for deck overlay work).

Stage 2:

The following movements are closed:

- The inside lane of STH 100 NB. Closure is limited to 10 calendar days.
- The two inside lanes of STH 100 NB (overnight for deck overlay work).

Stage 3:

The following movements are closed:

- The outside lane of IH 43 NB (overnight for removing loose concrete overhead).
- The outside shoulder of IH 43 NB for slope paving repair.

Stage 4:

The following movements are closed overnight:

- The inside lane of IH 43 NB.

**B-40-303:**Stage 1:

The following movements are closed:

- The outside shoulder of the IH 43 SB.

Stage 2:

The following movements are closed:

- The inside lane of the IH 43 SB off ramp to STH 100. Closure is limited to 5 calendar days.

Stage 3:

The following movements are closed:

- The outside lane of STH 100. Closure is limited to 5 calendar days.
- The two outside lanes of STH 100 (overnight for removing loose concrete overhead).

Stage 4:

The following movements are closed overnight:

- The two inside lanes of STH 100.

**B-40-304:**Stage 1:

The following movements are closed:

- The outside shoulder of IH 43 NB
- The two outside lanes of IH 43 NB (overnight for deck patching work).
- The S-E ramp of the Hale Interchange (overnight for deck patching work).

Stage 2:

The following movements are closed overnight:

- The two inside lanes of IH 43 NB.
- The S-N ramp of the Hale Interchange.

Stage 3:

The following movements are closed overnight:

- The outside lane and shoulder of Layton Ave. Complete one side at a time. Pedestrians along Layton Ave will be detoured to the other side. This work is to be completed overnight while the detour on Layton Ave is being utilized.

Stage 4:

The following movements are closed overnight:

- The inside lane of Layton Ave. This work is to be completed overnight while the detour on Layton Ave is being utilized.

Stage 5:

The following movements are closed:

- The Oak Leaf Trail from Layton Ave to Cold Spring Rd.



**B-40-305:**Stage 1:

The following movements are closed:

- The outside shoulder of IH 43 SB
- The two outside lanes of IH 43 SB (overnight for deck patching work).
- The N-S ramp of the Hale Interchange (overnight for deck patching work).

Stage 2:

The following movements are closed overnight:

- The two inside lanes of IH 43 SB.
- The E-S ramp of the Hale Interchange.

Stage 3:

The following movements are closed overnight:

- The outside lane and shoulder of Layton Ave. Complete one side at a time. Pedestrians along Layton Ave will be detoured to the other side. This work is to be completed overnight while the detour on Layton Ave is being utilized.

Stage 4:

The following movements are closed overnight:

- The inside lane of Layton Ave. This work is to be completed overnight while the detour on Layton Ave is being utilized.

Stage 5:

The following movements are closed:

- The Oak Leaf Trail from Layton Ave to Cold Spring Rd.

**B-40-322:**

The following movements are closed:

- The S-E ramp of the Hale Interchange. Closure is limited to 45 calendar days.

**B-40-323:**

The following movements are closed:

- The E-S ramp of the Hale Interchange. Closure is limited to 45 calendar days.

**B-40-324:**Stage 1:

Work can be completed concurrently with the 1100-05-73 freeway resurfacing work.

The following movements are closed overnight:

- The two outside lanes and shoulder on IH 41 NB/IH 894 WB (E-N Ramp of the Hale Interchange).

Stage 2:

Work can be completed concurrently with the 1100-05-73 freeway resurfacing work.

The following movements are closed overnight:

- The two inside lanes and shoulder on IH 41 NB/IH 894 WB (E-N Ramp of the Hale Interchange).

### Stage 3:

The following movements are closed:

- The outside lane and shoulder on IH 41 NB/IH 894 WB (E-N Ramp of the Hale Interchange). Closure is limited to 5 calendar days.

## **PROJECT 1100-05-73**

### **2025 Work (Freeway Work)**

To complete the high friction surface treatment before September 15<sup>th</sup>, 2025, the freeway is divided into two segments:

- The Hale Interchange segment (84<sup>th</sup> Street to Cold Spring Road).
- The North-South segment (Cold Spring Road to Lincoln Ave).

### **The Hale Interchange Segment:**

#### Stage 1A, 2A, 3B, 4A Construction:

The following movements are closed overnight:

- The outside lanes and shoulder on IH 41/IH 43/IH 894. Maintain one lane of traffic in both directions.
- The S-E ramp of the Hale Interchange.
- The N-S ramp of the Hale Interchange.
- The IH 41 NB/IH 43 SB/IH 894 WB on ramp from 84<sup>th</sup> St.
- IH 41 SB/IH 894 EB on ramp from Beloit Rd.
- IH 43 NB on ramp from STH 100.

#### Stage 1B, 2B, 3A, 4B Construction:

The following movements are closed overnight:

- The inside lanes and shoulder on IH 41/IH 43/IH 894. Maintain one lane of traffic in both directions.
- The E-S ramp of the Hale Interchange.
- The S-N ramp of the Hale Interchange.
- The N-E ramp of the Hale Interchange.
- The IH 41 NB/IH 43 SB/IH 894 WB on ramp from 84<sup>th</sup> St.

The following movements are closed long-term between the placement of the lower layer of HMA and the upper layer of HMA (between Stage 2B and 3A):

- The inside lane on IH 41/IH 43/IH 894.

### **The North-South Segment:**

#### Stage 1A Construction:

The following movements are closed overnight:

- The outside lanes and shoulder on IH 41/IH 894. Maintain one lane of traffic in both directions.
- The S-N ramp of the Hale Interchange.
- The IH 41 NB/IH 43 SB/IH 894 WB on ramp from 84<sup>th</sup> St.
- IH 41/IH 894 service ramps at Beloit Rd.
- IH 41/IH 894 service ramps at Oklahoma Ave.

- IH 41/IH 894 service ramps at National Ave.
- The IH 41 SB/IH 894 EB off ramp to Lincoln Ave.
- The IH 41 SB/IH 894 EB on ramp from STH 59/Greenfield Ave.
- IH 94 EB on ramp from STH 100.

#### Stage 1B Construction:

The following movements are closed overnight:

- The inside lanes and shoulder on IH 41/IH 894. Maintain one lane of traffic in both directions.
- The E-S ramp of the Hale Interchange.
- The S-N ramp of the Hale Interchange.
- The IH 41 NB/IH 43 SB/IH 894 WB on ramp from 84<sup>th</sup> St.

#### Stage 2 and 3 Construction:

Full freeway weekend closure.

The following movements are closed long-term between the placement of the lower layer of HMA and the upper layer of HMA (between Stage 2B and 3A):

- The inside lane on IH 41/IH 43/IH 894.

### **2026 Work (Ramp & Local Road Work)**

Work on the ramps and local roads may occur in 2025 except for work on National Avenue and the National Avenue service ramps:

#### Beloit Road Interchange:

Daytime Work:

- Stage 1A: the following movements are closed:
  - Outside shoulder of Beloit Rd WB and the right turn lane of Beloit Rd EB.
  - Left turn lane on Beloit Rd WB to the IH 41 NB/IH 894 WB on ramp. Closure is limited to 5 calendar days.
  - IH 41 NB/IH 894 WB off ramp to Beloit Rd WB. Closure is limited to 5 calendar days.
- Stage 1B: the following movements are closed:
  - Outside shoulder of Beloit Rd WB.
  - Shared left turn and through lane of the IH 41 SB/IH 894 EB off ramp to Beloit Rd. Closure is limited to 5 calendar days.

Overnight Work:

- Beloit Rd between the freeway ramps.
- IH 41/IH 894 service ramps at Beloit Rd.

#### Oklahoma Avenue Interchange:

Daytime Work:

- Stage 1A: the following movements are closed:
  - Outside shoulder of Oklahoma Ave.
  - 101<sup>st</sup> St between the frontage road and Manitoba St. Closure is limited to 5 calendar days.
  - The outside left turn lane on the IH 41 SB/IH 894 EB off ramp to Oklahoma Ave. Closure is limited to 15 calendar days.

- Stage 1B: the following movements are closed:
  - Outside shoulder of Oklahoma Ave.
  - The inside left turn lane on the IH 41 SB/IH 894 EB off ramp to Oklahoma Ave. Closure is limited to 5 calendar days.
  - The inside lane on the IH 41 NB/IH 894 BB on ramp from Oklahoma Ave. Closure is limited to 5 calendar days.
- Stage 1C: the following movements are closed:
  - Outside shoulder of Oklahoma Ave.
- Stage 2: the following movements are closed:
  - Inside lane of Oklahoma Ave. Closure is limited to 15 calendar days.

**Overnight Work:**

- Oklahoma Ave between the freeway ramps.
- IH 41/IH 894 service ramps at Oklahoma Ave.

**National Avenue Interchange:**

**Daytime Work:**

- Coordinate signal work with Project 2410-15-70.

**Overnight Work:**

- National Ave between the freeway ramps.
- IH 41/IH 894 service ramps at National Ave.

**Lincoln Avenue Interchange:**

**Daytime Work:**

- Stage 1A: the following movements are closed:
  - Outside shoulder of Lincoln Ave.
  - The outside left turn lane on the IH 41 SB/IH 894 EB off ramp to Lincoln Ave. Closure is limited to 15 calendar days.
- Stage 1B: the following movements are closed:
  - Outside shoulder of Lincoln Ave.
  - The inside left turn lane on the IH 41 SB/IH 894 EB off ramp to Lincoln Ave. Closure is limited to 5 calendar days.
- Stage 1C: the following movements are closed:
  - Outside shoulder of Lincoln Ave.
- Stage 2: the following movements are closed:
  - Inside lane of Lincoln Ave. Closure is limited to 15 calendar days.

**Overnight Work:**

- Lincoln Ave between the freeway ramps.
- IH 41/IH 894 service ramps at Lincoln Ave.

**Detours**

Provide signed detour routes, as shown in the plans that are fully free of construction during all system ramp closures. Install required traffic control and detour signs as shown in the plans at least 14 calendar days prior to beginning stage construction; remove the detour after completion of the project. Cover advance-warning signs and detour signs until work begins.

#### Full Freeway Weekend Closure (SB/EB):

SB traffic on I-41/894 will exit the freeway at STH 59/Greenfield Ave and head west on STH 59/Greenfield Ave, then head south on STH 100/108<sup>th</sup> St. I-41/I-894 traffic will then reenter the freeway at STH 100/108<sup>th</sup> St and I-43 SB traffic then head west on CTH Y/Layton Ave where they will enter the freeway at Layton Ave/124<sup>th</sup> St.

#### Full Freeway Weekend Closure (NB/WB):

WB traffic on I-41/894 will exit the freeway at CTH U/76<sup>th</sup> St and head south on CTH U/76<sup>th</sup> St, then head west on CTH Y/Layton Ave, then head north on STH 100/108<sup>th</sup> St, then head east on STH 59/Greenfield Ave where they will enter the freeway at STH 59/Greenfield Ave.

#### Full Freeway Closure (N-E Ramp Closure):

SB traffic on I-41/I-894 will take the north-to-south ramp of the Hale Interchange, heading south on I-43 and will exit the freeway at STH 100, traffic will then reenter the freeway at STH 100, heading north/east where they will take the south-to-east ramp of the Hale Interchange.

#### E-S Ramp Closure:

WB traffic on I-41/43/894 will exit the freeway at CTH U/76<sup>th</sup> St and head south on CTH U/76<sup>th</sup> St, then head west on CTH Y/Layton Ave where they will enter the freeway at Layton Ave/124<sup>th</sup> St.

#### S-E Ramp Closure:

EB traffic on I-43 will exit the freeway at CTH Y/Layton Ave/124<sup>th</sup> St and head east on CTH Y/Layton Ave where they will enter the freeway at STH 24/Forest Home Ave.

#### N-S Ramp Closure:

SB traffic on I-41/894 will exit the freeway at CTH T/Beloit Rd and head southwest on CTH T/Beloit Rd, then head south on STH 100/108<sup>th</sup> St, then west on CTH Y/Layton Ave where they will enter the freeway at Layton Ave/124<sup>th</sup> St.

#### S-N Ramp Closure:

EB traffic on I-43 will exit the freeway at CTH Y/Layton Ave/124<sup>th</sup> St and head east on CTH Y/Layton Ave, then head north on STH 100/108<sup>th</sup> St, then head northeast on CTH T/Beloit Rd where they will enter the freeway at CTH T/Beloit Rd.

### **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.

## 6. Holiday and Special Event Work Restrictions.

### Holiday Restrictions

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 41/IH 43/IH 894 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 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day;
- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day;
- From noon Thursday, July 2, 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)

### Freeway Special Event Restrictions

During the Wisconsin State Fair, July 31-August 10, 2025 and August 6-August 16, 2026, maintain one open lane on IH 41/43/894 until one hour after the event closes each night.

During Summerfest, June 19-21, June 26-28, and July 3-5, 2025; and June 20-22, June 27-29, and July 4-6, 2026, maintain one open lane on IH 41/43/894 until one hour after the event closes each night.

Special event work restrictions do not apply to roadways or ramps already closed long-term during construction as shown on the plans. New long-term closures of ramps and roadways must be coordinated with the special event work restrictions.

## 7. Utilities.

### PROJECT 1090-03-75

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.

stp-107-065 (20240703)

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

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

**AT&T WI – Communications**

**ATC MGMT Inc – Electric**

**City of Milwaukee – Water**

- Under bridge B-40-304, Milwaukee Water Works has 20" feeder main with various locations located on W. Layton Ave and I-43/USH 45 and on proposed plans located approximately between STA. 100+00 to STA. 101+00. Use caution when working above the feeder mains. The water main needs to be protected from any damage that can be caused by the use of heavy equipment over the main.
- Under bridge B-40-305, Milwaukee Water Works has 20" feeder main with various locations located on W. Layton Ave and I-43/USH 45 and on proposed plans located approximately between STA. 95+84.47 to STA. 96+60.64. Use caution when working above the feeder mains. The water main needs to be protected from any damage that can be caused by the use of heavy equipment over the main.
- Under bridges B-40-119, B-40-120, Milwaukee Water Works has 12" water main located 18' north from S/L of Right of Way of W Oklahoma Ave and on proposed plans located approximately between STA. 149NS and STA. 150NS. Use caution when working above the feeder mains. The

water main needs to be protected from any damage that can be caused by the use of heavy equipment over the main.

- Under bridge B-40-304, MWW has 20" feeder main with various locations located on W. Layton Ave and I-43/USH 45 and on proposed plans located approximately between STA. 95+84.47 to STA. 96+60.64. Use caution when working above the feeder mains. The water main needs to be protected from any damage that can be caused by the use of heavy equipment over the main.

#### **City of West Allis – Sewer**

#### **City of West Allis – Water**

#### **Milwaukee Metropolitan Sewerage District - Sanitary**

#### **Spectrum – Communications**

- Use caution when excavating near facilities at STA. 44LN+52 & STA. 49LN+58.
- Use caution while using equipment near facilities under bridges B-40-304 & B-40-305.

#### **TDS Metrocom LLC – Communications**

#### **Verizon - Communications**

#### **Waukesha Water Utility – Water**

#### **We Energies - Electric**

#### **We Energies – Gas**

#### **Work by Others.**

In addition to the utility facilities referenced in the "Utilities" article of the special provisions where no adjustments are anticipated, the following utility companies have approved permits to install additional facilities within the project limits. The utility permit includes additional detailed information regarding the location of installed, discontinued, relocated, or removed utility facilities. These can be requested during the bid preparation process or from the project engineer after the contract has been awarded and executed.

**WisDOT – Street Lighting** will be performing utility work within the limits of the project. Additional information regarding the proposed installation of utility facilities may be available on permits required by each utility company. Prior to preparing bids, contact WisDOT during normal working hours.

### **PROJECT 1100-05-73**

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 owner not less than 3 working days before the site will be ready for the utility owner to begin its work.

stp-107-065 (20240703)

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

#### **The following utility companies have facilities within the project area that need adjustments:**

**City of Milwaukee – Water** has facilities within the project limits. The following will be relocated during construction as part of the project:

At Beloit Road:

- Water Valve Box located approximately at STA. 47BL+70, 68' RT
- Water Valve Box located approximately at STA. 48BL+60, 44' LT
- Water Valve Box located approximately at STA. 48BL+80, 44' LT

Access shall be maintained to all hydrants within the construction area for fire protection. All hydrants shall be protected from damage for the duration of the project.

Perform this work in accordance with the requirements of Adjusting Water Valve Boxes – Milwaukee Water Works, item SPV.0060.002.

**City of West Allis – Water** has facilities within the project limits. The following will be relocated during construction as part of the project:

At National Ave:

- Water Valve Box located approximately at STA. 50NT+25, 30' RT

At Lincoln Ave:

- Water Valve Box located approximately at STA. 50LN+00, 30' LT
- Water Valve Box located approximately at STA. 50LN+10, 30' LT
- Water Valve Box located approximately at STA. 50LN+15, 35' RT

Valve adjustments are in plan as part of this project. Ensure DPW has access to water valves during construction & that valves are operational after completion. Clean out any debris blocking operation of the valve.

Perform this work in accordance with the requirements of Adjusting Water Valves Boxes – City of West Allis, item SPV.0060.003.

**WE Energies – Electric** has facilities within the project limits. The following will be relocated during construction:

We Energies will require four manhole frame, chimney, and cover replacements during construction; to be coordinated with the road contractor.

At Oklahoma Avenue:

- Manhole located approximately at STA. 72OK+36, 32' LT
- Manhole located approximately at STA. 76OK+03, 39' LT

At Lincoln Avenue:

- Manhole located approximately at STA. 44LN+67, 18' LT
- Manhole located approximately at STA. 48LN+00, 19' LT

Work to be completed at each location includes manhole inspection and adjustment of frame, chimney, and cover.

Provide advance notice after the pavement has been removed but prior to pavement installation, and the site will be available to the utility owner.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. We Energies has determined that the project is constructible with these facilities left within the work-zone.

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

**AT&T Legacy – Communications**

**AT&T WI – Communications**

**ATC MGMT Inc – Electric**

**City of Greenfield – Sewer**

**City of Milwaukee – Sewer**

**City of West Allis – Sewer**

**Everstream - Communications**

**Midwest Fiber Networks - Communications**

**TDS Metrocom LLC – Communications**



**Verizon - Communicatons**

**Waukesha Water Utility - Water**

**We Energies - Gas**

## **8. Work By Others**

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

It is expected that routine maintenance by city and county personnel may be required at certain times that is concurrent with the work being done under this contract.

SER-107-012 (20211227)

In addition to the utility facilities referenced in the "Utilities" article of the special provisions where no adjustments are anticipated, the following utility companies have approved permits to install additional facilities within the project limits. The utility permit includes additional detailed information regarding the location of installed, discontinued, relocated, or removed utility facilities. These can be requested during the bid preparation process or from the project engineer after the contract has been awarded and executed.

**City of West Allis – Street Lighting** will be performing utility work within the limits of the project. Project to include conduit installation necessary to rewire lighting.

At Oklahoma Avenue:

- Lighting work included in contract plans. Intercept high voltage street lighting near Sta. 710K+00. -50' LT & 50' RT to install conduit under Oklahoma. Coordinate with DPW staff to maintain street lighting during construction. Existing pull box in ramp island cannot be removed until conduit is installed under Oklahoma and under the freeway to feed the lights east of the freeway along the north side of Oklahoma as well as north along S. 101<sup>st</sup> Street. Following construction, WisDOT to maintain streetlights from ramp signal to ramp signal including the lights under the bridge.

**WisDOT – Communications** will be performing utility work within the limits of the project.

**WisDOT – Street Lighting** will be performing utility work within the limits of the project.

**WisDOT – Wisconsin Signal** will be performing utility work within the limits of the project.

**WisDOT RWIS Program – Communication Tower** will be performing utility work within the limits of the project.

## **9. Other Contracts.**

Coordinate work according to standard spec 105.5.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others.

The following projects may be under construction concurrently with the work under this contract.

Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others.

### **Project 1030-43-71**

IH 41 Mitchell I/C; WB I-43/I-94; 35<sup>th</sup> - Rawson - Howard

WisDOT Contact: Steven Kuhl; (414) 531-6932; [Steven.Kuhl@dot.wi.gov](mailto:Steven.Kuhl@dot.wi.gov)

**Project 1030-43-72**

IH 41 Mitchell I/C; EB I-43/I-94; 35<sup>th</sup> - Rawson - Howard

WisDOT Contact: Steven Kuhl; (414) 531-6932; [Steven.Kuhl@dot.wi.gov](mailto:Steven.Kuhl@dot.wi.gov)

**Project 1060-27-71**

I-94 East West, West Leg; 70<sup>th</sup> Street to Zablocki Drive

WisDOT Construction Contact: Eric Hanson, (414) 840-9341, [EricD.Hanson@dot.wi.gov](mailto:EricD.Hanson@dot.wi.gov)

**Project 1090-03-78**

IH 41 Airport Freeway – Noise Wall; 76<sup>th</sup> St – STH 36

WisDOT Construction Contact: Eric Hanson, (414) 840-9341, [EricD.Hanson@dot.wi.gov](mailto:EricD.Hanson@dot.wi.gov)

**Project 1100-45-70**

IH 41 Airport Freeway; 84<sup>th</sup> St to 35<sup>th</sup> St (Mainline)

WisDOT Construction Contact: Eric Hanson, (414) 840-9341, [EricD.Hanson@dot.wi.gov](mailto:EricD.Hanson@dot.wi.gov)

**Project 1100-20-70/71**

IH 41 Zoo Freeway; Burleigh St to Capitol Dr; Capitol Dr to Silver Spring Dr

WisDOT Construction Contact: Alex Grasse, (414) 750-1404, [Alex.Grasse@dot.wi.gov](mailto:Alex.Grasse@dot.wi.gov)

**Project 2120-18-70**

Hales Corners – Milwaukee; STH 24 (USH 45 to 45<sup>th</sup> St)

WisDOT Construction Contact: Stephen Pales, (262) 548-5940, [Stephen.Pales@dot.wi.gov](mailto:Stephen.Pales@dot.wi.gov)

For all projects, coordinate activities, detours, work zone traffic control, roadway, erosion control and lane closures, and other work items as required with other contracts.

**10. Available Documents.**

The department will make its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Design Study Report
- Pavement Type Selection Report
- Environmental Document
- As-Built Drawings
- Preconstruction survey
- Traffic Management Plan

These documents are available from Amanda Johansen at 141 NW Barstow Street, Waukesha, WI 53187 (262) 521-4465.

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

## 11. Contractor Notification.

*Replace standard spec 104.2.2.2(2) with the following:*

- (2) If the contractor discovers the differing condition, provide a written notice, as specified in standard spec 104.3.2, of the specific differing condition before further disturbing the site and before further performing the affected work.

*Replace standard specs 104.3.2 with the following:*

### **104.3.2 Contractor Initial Written Notice**

- (1) If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:
  1. A written description of the nature of the issue.
  2. The time and date of discovering the problem or issue.
  3. If appropriate, the location of the issue.
- (2) Provide the additional information specified in standard spec 104.3.3 as early as possible to assist the engineer in the timely resolution of an identified issue.

The engineer will not require, in subsequent submissions, duplication of information already provided.

sef-104-005 (20141211rev)

## 12. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in PDF format to the engineer-designated folder within the department's SharePoint site. Send alerts with a link to the document via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g. Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

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

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 Paul Schindeholz at 414-750-3271. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

## 14. Erosion Control.

*Supplement standard spec 107.20 with the following:*

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of topsoil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas, (414) 750-7495, [ryan.pappas@wisconsin.gov](mailto:ryan.pappas@wisconsin.gov). Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 3 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

### **Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations**

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

### **Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations**

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html).

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

### **Maintaining Drainage**

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during

construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

SER-107-003 (20161220)

## **15. Notice to Contractor, Electronic Load Tickets.**

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

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

- 460.8625 HMA Pavement 5 SMA 58-28 V

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

## **16. Notice to Contractor – Milwaukee County Transit System.**

The Milwaukee County Transit System (MCTS) operates the following bus routes within and/or directly adjacent to the construction limits: route 28 (108<sup>th</sup> Street), route 44U (Fair Park – Hales Corners), route 51 (Oklahoma Avenue), route 53 (Lincoln Avenue), route 54 (Mitchell – Burnham), and route 55 (Layton Avenue).

### **Impacts to MCTS Routing**

Invite MCTS to all coordination meetings between the contractor, the department, local officials and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Notify MCTS at least ten (10) business days prior to beginning project work to provide advance notice of potential service impacts.

### **Impacts to MCTS Signs and Posts**

Notify MCTS of work impacting MCTS signs and posts in advance five (5) or more business days. MCTS signs include “Bus Stop” and turn disc signs. MCTS signs are mounted on MCTS posts; and on assets owned by others including streetlights, traffic regulators, crosswalk and street signposts. MCTS shall be responsible for MCTS sign and post removal and installation, with the contractor granting access to MCTS personnel to perform such work. Signs stating “No Parking Bus Stop” are the under the ownership and responsibility of City of Milwaukee.

### **Impacts to Bus Shelters**

Contractor work may require bus shelter(s) to be temporarily removed. MCTS will be responsible for the removal and reinstallation of bus shelters, with the contractor granting access to MCTS personnel for the purposes of reinstallation before new pavement opens to vehicular traffic. Notify MCTS in advance ten (10) business days for each site-specific bus shelter location.

### **Non-detour Service Suspension at MCTS Bus Stops and Temporary Bus Stops**

Occasions may arise when work requires neither a detour nor the physical alteration of MCTS bus stop assets, but (for passenger safety) those occasions involved require MCTS to temporarily suspend service at a bus stop location. Notify MCTS in advance five (5) business days of the site-specific occasion, and MCTS will sign appropriately to instruct passengers to board at a temporary bus stop. Notify MCTS upon completion of work. MCTS will resume service to any suspended bus stop locations when it is safe to do so.

### **Temporary Bus Stops**

MCTS will designate temporary bus stop boarding locations using MCTS temporary signs. Temporary bus stops will be in existing right-of-way at ADA-accessible locations outside the project’s construction zone. MCTS is not requesting this project to provide temporary boarding pads.

MCTS contacts:

Dan Adams  
Milwaukee County Transit System  
1942 N. 17<sup>th</sup> St.  
Milwaukee, WI 53205  
Phone: (414) 937-3273  
[dadams@mcts.org](mailto:dadams@mcts.org)

Armond Sensabaugh  
Milwaukee County Transit System  
1942 N. 17th St.  
Milwaukee, WI 53205  
Phone: (414) 343-1728  
[asensabaugh@mcts.org](mailto:asensabaugh@mcts.org)

David Locher  
Milwaukee County Transit System  
1942 N. 17th St.  
Milwaukee, WI 53205  
Phone: (414) 343-1727  
[dlocher@mcts.org](mailto:dlocher@mcts.org)

## **17. Notice to Contractor – Milwaukee County Parks Permit**

The department has coordinated a draft permit with Milwaukee County Parks to occupy Milwaukee County Parks land outside of the existing roadway right-of-way at specified locations and for closing the Oak Leaf Trail in order to perform construction operations. Prior to preparing bids, the contractor shall contact the department to obtain a copy of the draft permit to obtain permit access locations, permit terms and conditions, and fees associated with the permit. The contractor shall be responsible for executing the permit with Milwaukee County Parks by signing the permit and paying the permit fee as specified in the draft permit. Information on the permit can be obtained from the regional office by contacting Amanda Johansen at (262) 521-4465. The contractor shall be responsible for returning the signed permit and fee to Milwaukee County Parks. The cost of the permit fee is incidental to construction. The contractor must obtain this permit in order to perform construction operations for this project.

## **18. Notice to Contractor – Airport Operating Restrictions**

Fill out the FAA Notice Criteria tool for all permanent structure (bridge, light pole, etc.) or equipment (crane, etc.) used during construction.

<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

If required by the Notice Criteria tool, and for all crane or construction equipment higher than 200 feet above the ground, submit completed form 7460-1 (Notice of Proposed Construction or Alteration) to The Federal Aviation Administration (FAA) at least 45 days before starting construction.

Contact Levi Eastlick (608-267-5018), WisBOA airspace/tall structure manager for assistance submitting forms.

sef-107-020 (20171004)

## **19. Railroad Insurance and Coordination - Union Pacific Railroad Company**

### **A. Description**

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad Company property and any existing tracks.

### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Union Pacific Railroad Company.

Notify evidence of the required coverage, and duration to David C. LaPlante, Director -Real Estate-Special and Public Projects, 1400 Douglas St. STOP 1690, Omaha, NE 68179; Telephone: (402) 544-8563; E-mail: [dclaplane@up.com](mailto:dclaplane@up.com).

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail [jason.kazmierski@dot.wi.gov](mailto:jason.kazmierski@dot.wi.gov)

Include the following information on the insurance document:

- Project ID: 1090-03-75, 1100-05-73
- Project Location: West Allis, Wisconsin
- Route Name: IH 41
- Crossing ID: 177254F
- Railroad Subdivision: Milwaukee Sub
- Railroad Milepost: MP 88.45
- Work Performed on or within 50' of RR ROW: Traffic control.

## **A.2 Train Operation**

Approximately 9 through freight trains operate daily at up to 40 mph. There are 4 switch trains in addition to through freight trains daily at this location.

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

### **Construction Contact**

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail [ctkecke@up.com](mailto:ctkecke@up.com) for consultation on railroad requirements during construction.

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

### **Flagging Contact**

See Construction Contact. If more than 30 days of flagging is required contact UP 40 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable buried in the railroad right-of-way. The railroad does not locate any other utilities.

## **A.4 Work by Railroad**

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

## **A.5 Temporary Grade Crossing**

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

stp-107-026 (20240703)

## **20. Notice to Contractor, Asbestos Containing Materials on Structure.**

John Roelke, License Number All-119523, inspected Structure B-40-123 for asbestos on October 16, 2024. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: Caulk in the parapet expansion joints, non-friable, 0.75 Sq. ft.

John Roelke, License Number All-119523, inspected Structure B-40-124 for asbestos on October 16, 2024. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: Caulk in the parapet expansion joints, non-friable, 0.5 Sq. ft.



John Roelke, License Number All-119523, inspected Structure B-40-187 for asbestos on October 16, 2024. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: Caulk in the parapet expansion joints, non-friable, 3 Sq. ft.

A copy of the inspection report is available from Amanda Johansen, (262) 521-4465, [amanda.johansen@dot.wi.gov](mailto:amanda.johansen@dot.wi.gov). Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated.

stp-107-120 (20220628)

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

John Roelke, License Number All-119523, inspected Structures B-40-188, B-40-189, B-40-303, B-40-304, B-40-305, B-40-322, B-40-323 and B-40-324 for asbestos on February 13, 2024 and inspected Structures B-40-119, B-40-120 for asbestos on October 16, 2024. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Amanda Johansen, phone: (262) 521-4465 or [amanda.johansen@dot.wi.gov](mailto:amanda.johansen@dot.wi.gov).

stp-107-127 (20220628)

## **22. Notice to Contractor – Temporary Impact to Wetlands.**

Temporary access may be required to complete structure work under the following structures that span wetlands: B-40-188, B-40-304, B-40-305, B-40-322, B-40-323, and B-40-324. If accessing from below, complete the work either when the ground is frozen or use timber matting. Temporary access may also be required to complete the riprap channel near the Hale Interchange. Complete the work either when the ground is frozen or use timber matting.

Timber matting shall be in place only as long as necessary to complete the project in these areas and for no longer than 90 days at a time, remove immediately upon completion of the work in these areas. Matting cannot be placed on the bed or banks of the waterway and cannot be placed across the waterway. Accessing these areas over the Root River must be coordinated with DNR during the ECIP.

Minimize impacts to wetlands to only where necessary to complete the work. Do not remove the existing trees in this area, and do not stockpile any materials or leave any equipment stored in this area. Restore this area as shown in the plans.

## **23. Notice to Contractor – WARNING – ELECTROCUTION HAZARD!!! – West Allis Existing Street Lighting Circuits.**

The City of West Allis has multiple high voltage series type street lighting circuits along W Oklahoma Ave. By proposing to do the work, the contractors acknowledge that they are professionally knowledgeable of the hazards inherent in series street lighting and that workers will be trained as to the appropriate safety procedures for working around high voltage series wiring.

Carefully read and consistently abide by the following coordination requirements to safely work within areas of existing series street lighting circuits.

- Schedule and attend an initial project lighting meeting prior to any work taking place, electrical or otherwise. The City of West Allis will provide contact information for city staff, electrical system maps and other information as needed. Two weeks' notice in advance of this meeting is required.
- Coordinate with the city in advance of removing any existing curb and gutter or sidewalk as shown on the plans. The existing electrical wiring is buried at a relatively shallow depth just behind the curb in most locations along W. Oklahoma Avenue. The removal of the curb and gutter and sidewalk is likely to result in damage to the existing wiring and potentially exposure to high voltage wiring. The City of West Allis will de-energize any circuit which will be



exposed by roadway removal work. One-week notice in advance of removing any existing curb and gutter or sidewalk is required.

- Coordinate with the city in advance of making any street lighting circuit connections. New conduit installed by bore shall be in place prior to disrupting any lighting circuits.
- Coordinate with the city in advance of removing any existing streetlights or pull boxes. The intent is to maintain the existing street lighting in operation as long as possible. Some minor temporary connections and modifications to the existing street lighting system may be made by the City of West Allis if it is determined necessary. One-week notice in advance of removing any existing streetlights or pull boxes is required.

Please contact Don Molleson one-week in advance of roadway or electric work start.

Don Molleson  
Electrical Maintenance Manager  
DPW - Building/Inventory & Electrical Services Division | City of West Allis  
6300 W. McGeoch Ave. | West Allis, WI 53219  
Office: 414-302-8873, Cell: 414-239-4751

*Append standard spec 651 with the following:*

The department will allow inspection of street light installations by the City of West Allis.

Notwithstanding any other provision, poles, arms, and concrete bases shall be dimensioned and furnished to fit each other and to work together as one complete system.

*Append standard spec 655.3.1(1) with the following:*

Wet location splices disallowed.

## **24. CPM Progress Schedule.**

*Replace standard spec 108.4.4.1 with the following:*

- (1) Submit a CPM Progress Schedule and updates.
- (2) To ensure compatibility with the Master Program Schedule, use the latest version of Primavera P6 Project Management, by Oracle Corporation, Redwood Shores, CA, to prepare the Initial CPM Progress Schedule, Monthly CPM Progress Updates and other CPM Progress Revisions requested by the engineer.
- (3) Within five business days after award, the department will provide its current standard Work Breakdown Structure and activity codes to use to develop the Initial CPM Progress Schedule.
- (4) Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume before scheduling the work.

*Replace standard spec 108.4.4.4(2) with the following:*

- (2) For each schedule update, submit electronic copies in an approved format and updated PDF printouts of the following:
  1. Tabular sorts by:
    - Activity Identification/Early Start.
    - Total Float.
  2. If applicable, an updated logic diagram as the engineer requires.
  3. If augmenting the CPM schedule with a linear schedule, provide an update of the linear schedule.
  4. Activities underway and as-built dates for the past month.
  5. Agreement on the as-built dates with the department depicted in the Monthly CPM Progress Schedule Update. Document all disagreements. Use the as-built dates from the Monthly CPM Progress Schedule Update for the month when updating the CPM schedule.
  6. Actual as-built dates for completed activities through final acceptance of the project.

sef-108-010 (20180104)

## **25. Traffic Meetings and Traffic Control Scheduling.**

Every Wednesday (or Thursday depending on project location – confirm with construction which traffic meeting the project will be required to attend) by 8:00AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Attend, in person, the 10:00am contractor/utility traffic coordination meeting every Wednesday (or Thursday) at the project field office to discuss and answer questions on the proposed schedule. The prime contractor, traffic control subcontractor, and any other subcontractors that have work that requires should, lane, ramp, or full closures on the 2-week schedule is required to attend the 10:00 AM meeting. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification 1090-03-75. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

Every Wednesday (or Thursday) at 2:00 PM, there will be a stakeholder traffic meeting held at the project field office. The prime contractor is required to attend the weekly 2:00 PM traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

For any mid-week changes, submit requests for additions or modifications in writing to the engineer for review and approval. Any cancellations also need to be communicated in writing including a reason for the cancellation. Any cancellations, additions, or modifications should be submitted by 4pm to allow for review, approval, and schedule updates. Any additions to the schedule need to adhere to the required advance notice requirements.

sef-643-040 (20150319rev)

## **26. Removing Asphaltic Surface Milling.**

Removing Asphaltic Surface Milling includes the concrete base patching area installed under this contract and previous projects.

## **27. Abatement of Asbestos Containing Material B-40-300, Item 203.0211.S.001; Abatement of Asbestos Containing Material B-40-301, Item 203.0211.S.002; Abatement of Asbestos Containing Material B-40-302, Item 203.0211.S.003.**

### **A Description**

This special provision describes abating asbestos containing material on structures.

### **B (Vacant)**

### **C Construction**

John Roelke, License Number All-119523, inspected Structure B-40-300 for asbestos on February 13, 2024. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: Gaskets under the railing attachment plates, non-friable, 13 Sq. ft.

John Roelke, License Number All-119523, inspected Structure B-40-301 for asbestos on February 13, 2024. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: Gaskets under the railing attachment plates, non-friable, 14 Sq. ft.

John Roelke, License Number All-119523, inspected Structure B-40-302 for asbestos on February 13, 2024. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: Gaskets under the railing attachment plates, non-friable, 14 Sq. ft.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is included in the bid package or available from Amanda Johansen, (262) 521-4465, [amanda.johansen@dot.wi.gov](mailto:amanda.johansen@dot.wi.gov). According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 3/20), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Andrew Malsom, WisDOT SE Region Hazmat & Environmental Engineer, (262) 548-6705, [andrew.malsom@dot.wi.gov](mailto:andrew.malsom@dot.wi.gov) and via email to [dothazmatunit@dot.wi.gov](mailto:dothazmatunit@dot.wi.gov) or via US mail to DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

#### **B-40-300**

- Site Name: Structure B-40-300, USH 45 SB over IH 43 NB
- Site Address: 0.9 MI S JCT IH 894
- Ownership Information: WisDOT Transportation SE Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
- Contact: Paul Schindelholz
- Phone: (262) 548-8723
- Age: 59 years. This structure was constructed in 1965
- Area: 4,746 SF of deck

#### **B-40-301**

- Site Name: Structure B-40-301, STH 100 SB over IH 43 NB
- Site Address: 0.2 MI S JCT CTH Y
- Ownership Information: WisDOT Transportation SE Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
- Contact: Paul Schindelholz
- Phone: (262) 548-8723
- Age: 59 years. This structure was constructed in 1965
- Area: 5,142 SF of deck

#### **B-40-302**

- Site Name: Structure B-40-302, STH 100 NB over IH 43 NB
- Site Address: 0.1 MI N JCT USH 45
- Ownership Information: WisDOT Transportation SE Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798
- Contact: Paul Schindelholz
- Phone: (262) 548-8723
- Age: 59 years. This structure was constructed in 1965
- Area: 5,142 SF of deck

Insert the following paragraph in Section 6.g.:

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

#### **D Measurement**

The department will measure Abatement of Asbestos Containing Material (Structure #) by each structure, 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 |
|----------------|--|------|
| 203.0211.S.001 | Abatement of Asbestos Containing Material B-40-300 | EACH |
| 203.0211.S.002 | Abatement of Asbestos Containing Material B-40-301 | EACH |
| 203.0211.S.003 | Abatement of Asbestos Containing Material B-40-302 | EACH |

Payment is full compensation for submitting necessary forms; removing all asbestos; and for properly disposing of all waste materials.

stp-203-005 (20220628)

## 28. Removing Asphaltic Longitudinal Notched Wedge Joint Milling, Item 204.0126.S.

### A Description

This special provision describes the milling and removing of the upper layer HMA longitudinal notched wedge joint, including sweeping and cleaning of the affected area prior to paving the adjacent lane. Follow drop-off and hazard protection in standard spec 104.6.1.2.3.

### B (Vacant)

### C Construction

Prior to paving the adjacent upper layer HMA lane, mill longitudinal notched wedge joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement as the plans show or the engineer directs. Provide a uniform milled surface that is reasonably plane, free of excessively large scarification marks, and has the grade and transverse slope the plans show, or the engineer directs. Do not damage the remaining pavement.

Use a self-propelled milling machine with depth, grade, and slope controls. Shroud the drum to prevent discharging loosened material onto the adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system.

Thoroughly clean the milled surface and completely remove all millings from the project site. Unless using a continuous removal and pick-up operation, do not windrow or store material on the roadway. Clear the roadway of all material and equipment during non-working hours. The contractor becomes the owner of the removed asphaltic pavement and is responsible for the disposal as specified in standard spec 204.3.1.3.

### D Measurement

The department will measure Removing Asphaltic Longitudinal Notched Wedge Joint Milling by the linear foot unit for all wedge joints, acceptably removed.

## E Payment

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| 204.0126.S  | Removing Asphaltic Longitudinal Notched Wedge Joint Milling | LF   |

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials.

stp-204-045 (20191121)

## 29. Removing Concrete Bases, Item 204.0195.

*Append section 204.3.2.1(2) of the standard specifications with the following:*

For the Type 13 concrete base shown on the removal plans, break down and remove the concrete base material to a depth of two (2) feet below grade. Fill the area to grade with similar material as adjacent to the base (granular backfill, topsoil, seed, etc). Do not remove the full depth concrete base or wingwalls.

**30. Removing Concrete Column Jacketing, Item 204.9060.S.001**

**A Description**

This special provision describes removing the existing concrete column jackets and jacket reinforcing steel conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Concrete Column Jacketing as each unit, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

| ITEM NUMBER            | DESCRIPTION                        | UNIT |
|------------------------|------------------------------------|------|
| 204.9060.S.001         | Removing Concrete Column Jacketing | EACH |
| stp-204-025 (20230113) |                                    |      |

**31. Removing Deck Drains, Item 204.9060.S.002**

**A Description**

This special provision describes removing existing bridge deck drains conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Deck Drains as each unit, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

| ITEM NUMBER            | DESCRIPTION          | UNIT |
|------------------------|----------------------|------|
| 204.9060.S             | Removing Deck Drains | EACH |
| stp-204-025 (20230113) |                      |      |

**32. Removing Lighting Units, Item 204.9060.S.101.**

**A Description**

This special provision describes the removing lighting units as the plans show, conforming to standard spec 204, and as follows.

**B Materials**

All removed material shall become the property of the contractor and be disposed of off the project site, except for LED and HPS light fixtures and bulbs. LED and HPS light fixtures and bulbs are considered hazardous material, disposal shall be done by the contractor utilizing STSP 659-5000.S Lamp, Ballast, LED, Switch Disposal by Contractor.

**C Construction**

Remove lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances.

No removal work will be permitted without approval from the Engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the Engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

## D Measurement

The Department will measure Removing Lighting Units by each individual unit removed, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

| ITEM NUMBER    | DESCRIPTION             | UNIT |
|----------------|-------------------------|------|
| 204.9060.S.101 | Removing Lighting Units | Each |

SER-204.15 (20220214)

- 33. Removing Traffic Signals IH 41 Ramps & Oklahoma Ave, 204.9060.S.301;  
Removing Traffic Signals IH 41 SB Off Ramp & W. Lincoln Ave, 204.9060.S.302;  
Removing Traffic Signals IH 41 NB Off Ramp & W. National Ave, 204.9060.S.303  
Removing Traffic Signals IH 41 SB Ramps & W. National Ave, 204.9060.S.304.**

## A Description

This special provision describes removing existing traffic signals as shown on the plans, in accordance to the pertinent provisions of standard spec 204, and as hereinafter provided. Specific removal items are noted in the plans.

## B (Vacant)

## C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (EVP), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole.

Dispose of all equipment, including traffic signal poles, arms, cables, and wiring (underground and above-ground) unless otherwise noted in the plans.

Traffic signal LED and luminaire lamp, switch, and ballast disposal, removing traffic detection equipment, removing concrete bases, and removing pull boxes will be paid for as separate items.

Department forces shall remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by department forces and will remain the property of the department.

## D Measurement

The department will measure Removing Traffic Signals (Location) as each intersection acceptably completed.

## E Payment

Add the following to standard spec 204.5:

| ITEM NUMBER    | DESCRIPTION  | UNIT |
|----------------|--|------|
| 204.9060.S.301 | Removing Traffic Signals IH 41 Ramps & Oklahoma Ave          | EACH |
| 204.9060.S.302 | Removing Traffic Signals IH 41 SB Off Ramp & W. Lincoln Ave  | EACH |
| 204.9060.S.303 | Removing Traffic Signals IH 41 NB Off Ramp & W. National Ave | EACH |
| 204.9060.S.304 | Removing Traffic Signals IH 41 SB Ramps & W. National Ave    | EACH |

stp-204-025 (20150630)

### 34. Removing Concrete Channel, Item 204.9180.S.001.

#### A Description

This special provision describes removing concrete channel conforming to standard spec 204.

#### B (Vacant)

#### C (Vacant)

#### D Measurement

The department will measure Removing Concrete Channel in SY, acceptably completed.

#### E Payment

*Add the following to standard spec 204.5:*

| ITEM NUMBER            | DESCRIPTION               | UNIT |
|------------------------|---------------------------|------|
| 204.9180.S.001         | Removing Concrete Channel | SY   |
| stp-204-025 (20230113) |                           |      |

### 35. 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 bridges 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 shall be self-leveling and shall 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    | ASTM D-6024 | 20-40 @ 14 days  |
| Strength (psi) |             | 40-80 @ 28 days  |
|                |             | 80-120 @ 90 days |

Chemical admixtures to control air content and setting time are allowable. Ten days before placement, furnish the engineer with a design mix detailing all components and their proportions in the mix.

#### 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 shall be allowed to enter any stream, lake, or sewer system. The contractor shall 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 shall 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   |

Payment is full compensation for designing the mix; supplying all materials; preparing the proportioned mix; hauling it to the construction site; placing the material; and protecting it from freezing.

stp-209-010 (20191121)

## **36. QMP HMA Pavement Nuclear Density.**

### **A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

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

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

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

### **B Materials**

#### **B.1 Personnel**

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

#### **B.2 Testing**

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

#### **B.3 Equipment**

##### **B.3.1 General**

- (1) Furnish nuclear gauges according to CMM 815.2.
- (2) Furnish nuclear gauges from the department's approved product list at

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

##### **B.3.2 Comparison of Nuclear Gauges**

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

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



### **B.3.2.2 Reference Site Monitoring**

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

## **B.4 Quality Control Testing and Documentation**

### **B.4.1 Lot and Sublot Requirements**

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.1.
- (3) Determine random testing locations according to CMM 815.10.3.

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.2.
- (3) Determine random testing locations according to CMM 815.10.3.

### **B.4.2 Pavement Density Determination**

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

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay as specified in standard spec 460.5.2.2.

#### **B.4.2.2 Mainline Shoulders**

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

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

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

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

#### **B.4.2.4 Documentation**

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

### **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.

- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If two consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft<sup>3</sup> of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft<sup>3</sup> each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

### **B.5.2 Independent Assurance Testing**

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

## **B.6 Dispute Resolution**

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

## **B.7 Acceptance**

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

## **C (Vacant)**

## **D (Vacant)**

## E Payment

### E.1 QMP Testing

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

### E.2 Disincentive for HMA Pavement Density

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

### E.3 Incentive for HMA Pavement Density

- (1) The department will administer density incentives as specified in standard spec 460.5.2.3.  
stp-460-020 (20230629)

## 37. HMA Pavement 5 SMA 58-28 V, Item 460.8625; HMA Pavement Test Strip Volumetrics, Item 460.0115.S; HMA Pavement Test Strip Density, Item 460.0120.S.

### A Description

Conform to standard spec 450 and 460 except as modified in this special provision.

### B (Vacant)

### C Construction

*Add the following to standard spec 450.3.1.3 to require transfer vehicle for SMA:*

- (2) Use a Material Transfer Vehicle when constructing SMA pavement.

*Add the following to standard spec 450.3.1.5 to prohibit rubber-tire roller on SMA:*

- (3) Do not use a rubber-tired roller for compaction of SMA pavement.

*Add the following to standard spec 460.3.3.2 to require and define approval criteria for SMA test strips:*

- (5) Construct a test strip according to CMM 815.13 to correlate nuclear gauges to pavement cores according to WTM T 355, confirm SMA in-place density using cores and determine mixture air voids. Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. The department will assess the contractor \$2,000 for each instance according to Section E of this special provision if paving does not begin within 2 hours of the submitted start time, delaying the test strip. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

Construct the test strip at the beginning of work for each SMA mixture, for each layer and for each thickness. All SMA test strip material produced shall meet the requirements in Tables 460-1 and 460-2 and conform to the JMF limits presented herein except as follows:

| ITEM  | JMF Limits   |
|---|--|
| Asphaltic content in percent <sup>[1]</sup> | - 0.5  |
| VMA in percent <sup>[2]</sup>               | - 1.0  |
| Air Voids in percent                        | According to the SMA Test<br>Strip Approval Criteria Below |

<sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by BTS using automated extraction according to WTM D8159.

<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1 as modified herein.

The test strip shall remain in place and become part of the completed pavement when acceptably produced, acceptably compacted, and meets finish and smoothness requirements. CMM 815 describes the SMA density and volumetric testing tolerances required for the test strip.

- (6) The test strip is to be treated as a single/separate lot and will have densities and pay adjustments calculated accordingly. The department will test one of the two split samples for volumetrics to determine test strip approval. If the QV air void sample is outside of the limits for 100% pay (i.e.,  $3.2 \leq Va \leq 5.8$ ), send both QV-retained split samples to BTS for dispute resolution testing. The results from the BTS dispute resolution testing will determine material conformance and payment for the test strip according to the SMA Prorated Pay Factors Table in CMM 836.9.3.3. If QV and QC test results exceed testing tolerances (0.015 for Gmm or Gmb), both retained split samples will be tested by BTS. In this case, additional investigation shall be conducted to identify the source of the difference between QV and QC data and BTS referee test data will be used to determine material conformance and pay.

Pay adjustments made as part of dispute resolution on test strip material will be limited to the test strip and will not extend to material placed during main production nor will pay adjustments made on main production extend into the test strip. The department will notify the contractor within 24 hours of the start of test strip construction regarding approval to proceed with paving beyond the test strip. The department will evaluate mixture air voids, test strip density, and nuclear gauge to core correlation in determining test strip approval and material conformance according to the following:

**SMA Test Strip Approval Criteria**

| Approval / Material Conformance <sup>[1]</sup>          | QV Air Voids                                  | Average Density of All Cores <sup>[2]</sup> | Outcome of Test Strip for Contractor  |
|---|---|---|---|
| Approved / Material Conforming                          | $3.2 \leq Va \leq 5.8$                        | $\geq 93.0 \%$                              | Proceed with production   |
| Test Strip Approved / Material Nonconforming            | $2.8 \leq Va \leq 3.2$ or $5.8 < Va \leq 6.2$ | $\geq 91.0 \%$                              | Propose solution and proceed with production. Payment for material will be based on BTS referee tests.                                      |
| Test Strip Not Approved / Material Nonconforming        | $2.5 \leq Va < 2.8$ or $6.2 < Va \leq 6.5$    | $< 91.0 \%$                                 | Stop production, submit cause and solution, make additional 500-ton test strip. Payment for material will be based on BTS referee tests.    |
| Test Strip and Material are Unacceptable <sup>[3]</sup> | $Va < 2.5$ or $Va > 6.5$                      | $< 90.0 \%$                                 | Stop production, submit cause and solution, make additional 500-ton test strip, and complete new core to nuclear density gauge correlation. |

<sup>[1]</sup> The overall result of each test strip will coincide with the more restrictive result from air voids or density.

<sup>[2]</sup> Individual nuclear density test results more than 3.0% below the minimum density requirement must be addressed according to CMM 815.11.

<sup>[3]</sup> Unacceptable material will be removed and replaced at no additional cost to the department. Alternatively, the engineer may allow the material to remain in place with a 50 percent payment factor. Material allowed to remain in place requires another test strip prior to additional paving.

- (7) An acceptable core to nuclear density gauge correlation must be completed by both the contractor and department according to CMM 815 as part of the test strip.
- (8) A maximum of two test strips will be allowed to remain in place per layer per contract. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for each additional test strip according to Section E of this special provision.

## **D Measurement**

*Add the following to standard spec 460.4:*

- (2) The department will measure HMA Pavement Test Strip Volumetrics and HMA Pavement Test Strip Density as each unit of work, acceptably completed, as described in CMM 815. Material quantities will be determined according to standard spec 450.4.

## E Payment

*Replace standard spec 460.5.1 with the following:*

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

| ITEM NUMBER | DESCRIPTION                         | UNIT |
|-------------|-------------------------------------|------|
| 460.8625    | HMA Pavement 5 SMA 58-28 V          | TON  |
| 460.0115.S  | HMA Pavement Test Strip Volumetrics | EACH |
| 460.0120.S  | HMA Pavement Test Strip Density     | EACH |

Payment for SMA is full compensation for providing SMA mixture designs; for preparing foundation; for volumetric and density testing and aggregate source testing; for asphalt binder from recycled sources; for asphalt binder modification or processes; and addition of fibers, fines, or filler.

Payment for HMA Pavement Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing; and for proper labeling, handling; and retention of split samples.

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

The department will pay separately for a material transfer vehicle.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in standard spec 460.3.3.2(5) as modified herein, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department, or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e., \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

stp-460-030 (20230629)

## 38. Material Transfer Vehicle, Item 460.9000.S.

### A Description

This special provision describes providing Material Transfer Vehicles (MTV) and operators for use during HMA upper layer paving operations of the travel lanes as shown in the plan or as directed by the engineer.

### B Materials

Furnish a self-propelled MTV with the ability to remix, maintain constant temperature, and continually feed the paver hopper. MTV storage capacity shall be adequate to provide continuous forward movement of the paver. Coordinate paver speed to match the delivery of material and capacity of the MTV to minimize stopping of the paver.

### C Construction

Ensure that an operator stays with the MTV at all times during moving operations. Keep the paver's hopper full at all times and the MTV's hopper filled such that the conveying augers are never exposed to avoid segregation of the material. Placement of HMA upper layer pavement in the travel lanes will not be allowed without the MTV. Tie ins of intersections, shoulders paved separately, and other non-travel lane areas will not require the use of the MTV.

### D Measurement

The department will measure Material Transfer Vehicle once for the contract, acceptably completed, regardless the number of vehicles in use.

## E Payment

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

| ITEM NUMBER | DESCRIPTION               | UNIT |
|-------------|---------------------------|------|
| 460.9000.S  | Material Transfer Vehicle | EACH |

Payment is full compensation for furnishing all material transfer vehicles and operators.

stp-460-900 (20230113)

### 39. Cold Patch, Item 495.1000.S.

#### A Description

This special provision describes furnishing cold patch and filling potholes and other voids in existing pavement surfaces as the engineer directs.

#### B Materials

Furnish a mixture of course aggregate, natural sand, and MC-250 bituminous material designed to have a workability range of 15-100° F without heating. Ensure that the mixture:

- Adheres to wet surfaces.
- Resists damage from water, salt, and deicing products.
- Requires no mixing or special handling before use.
- Supports traffic immediately after placement and compaction.

Conform to the following gradation:

| SIEVE SIZE         | PERCENT PASSING (by weight) |
|--------------------|-----------------------------|
| 1/2-inch (12.5 mm) | 100                         |
| 3/8-inch (9.5 mm)  | 90 - 100                    |
| No. 4 (4.75 mm)    | 90 max                      |
| No. 8 (2.38 mm)    | 20 - 65                     |
| No. 200 (0.074 mm) | 2 - 10                      |
| Bitumen            | 4.8 - 5.4                   |

The department will accept cold patch based primarily on the engineer's visual inspection. The department may also test for gradation.

#### C Construction

Stockpile cold patch on site on a smooth, firm, well-drained area cleared of vegetation and foreign material. Cover the stockpile and ensure that it is easily accessible. Replenish the stockpile throughout the project duration but limit the size at any given time to 10 tons on site unless the engineer approves otherwise. Dispose of unused material at project completion unless the engineer directs otherwise.

Place cold patch by hand. Remove ponded water and loose debris before placement. Compact flush with a tamper, roller, or vehicle tire after placement.

Refill patched areas as necessary to maintain a flush pavement surface until project completion.

#### D Measurement

The department will measure Cold Patch by the ton, acceptably stockpiled on site.

#### E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------|------|
| 495.1000.S  | Cold Patch  | TON  |

Payment for Cold Patch is full compensation for providing and maintaining patches; for furnishing and replenishing stockpiled material on-site; and for disposing of excess material at project completion.

stp-495-010 (20160607)

**40. Removing Bearings, B-40-304, Item 506.7050.S.001;  
Removing Bearings, B-40-305, Item 506.7050.S.002;  
Removing Bearings, B-40-322, Item 506.7050.S.003;  
Removing Bearings, B-40-323, Item 506.7050.S.004.**

**A Description**

This special provision describes raising the girders and removing the existing bearings, as the plans show.

**B (Vacant)**

**C Construction**

Raise the structure's girders and remove the existing bearings as the plans show.

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them as required.

**D Measurement**

The department will measure Removing Bearings B-40-304, Removing Bearings B-40-305, Removing Bearings B-40-322, and Removing Bearings B-40-323, by the unit for each bearing removed, 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 |
|----------------|-----------------------------|------|
| 506.7050.S.001 | Removing Bearings, B-40-304 | EACH |
| 506.7050.S.002 | Removing Bearings, B-40-305 | EACH |
| 506.7050.S.003 | Removing Bearings, B-40-322 | EACH |
| 506.7050.S.004 | Removing Bearings, B-40-323 | EACH |

Payment is full compensation for raising the bridge girders; and for removing the old bearings.  
Cost of furnishing and installing the bearings will be paid for under separate bid items.

stp-506-035 (20130615)

**41. 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)

## **42. 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)stp-509-065 (20210708)

## **43. 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)

## **44. Removing Concrete Masonry Deck Overlay B-40-322, Item 509.9005.S.001; Removing Concrete Masonry Deck Overlay B-40-323, Item 509.9005.S.002**

### **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-40-322, Removing Concrete Masonry Deck Overlay B-40-323 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.001 | Removing Concrete Masonry Deck Overlay B-40-322 | SY   |
| 509.9005.S.002 | Removing Concrete Masonry Deck Overlay B-40-323 | SY   |

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

stp-509-005 (20210113)

### **45. Removing Asphaltic Concrete Deck Overlay B-40-301, Item 509.9010.S.001; Removing Asphaltic Concrete Deck Overlay B-40-302, Item 509.9010.S.002.**

#### **A Description**

This special provision describes removing asphalt bridge deck overlays with or without a waterproofing membrane 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 or storing of the removed milled asphaltic concrete 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 Asphaltic Concrete Deck Overlay B-40-301 and Removing Asphaltic Concrete Deck Overlay B-40-302 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 |
|----------------|---|------|
| 509.9010.S.001 | Removing Asphaltic Concrete Deck Overlay B-40-301 | SY   |
| 509.9010.S.002 | Removing Asphaltic Concrete Deck Overlay B-40-302 | SY   |

Payment is full compensation for removing the asphaltic concrete with or without a waterproofing membrane; removing the underlying concrete as the spec or plans show; and for properly disposing of all materials.

stp-509-010 (20210113)

## **46. Removing Polymer Overlay B-40-324, Item 509.9015.S.001.**

### **A Description**

This special provision describes removing the polymer overlay. Perform work conforming to standard spec 204.

### **B (Vacant)**

### **C Construction**

Remove the overlay by scraping, grinding, milling, or other approved method without damaging the underlying concrete. Submit removal procedures to the engineer for approval before beginning. Do not remove more than 1/4" of the existing concrete surface. Leave a uniform textured finish over the entire concrete surface.

### **D Measurement**

The department will measure Removing Polymer Overlay B-40-324 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 |
|----------------|-----------------------------------|------|
| 509.9015.S.001 | Removing Polymer Overlay B-40-324 | SY   |

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

stp-509-015 (20210113)

## **47. Removing and Resetting Tubular Railing B-40-302, Item 513.9006.S.**

### **A Description**

This special provision describes removing tubular railing and posts from existing bridge parapets, storing them, and then resetting them when the new parapet is complete.

### **B (Vacant)**

### **C Construction**

Remove the tubular railing and posts, taking care not to damage them. Store the tubular railing and posts in an area away from construction activities to preclude damage to them.

In the event that damage does occur to any item that is designated for re-use in the new work, repair or replace the damaged item at no expense to the department.

### **D Measurement**

The department will measure Removing and Resetting Tubular Railing (Structure #) as a single unit for each structure, 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 |
|-------------|---|------|
| 513.9006.S  | Removing and Resetting Tubular Railing B-40-302 | EACH |

Payment is full compensation for removing the tubular railing and posts; properly storing the tubular railing and posts; and for resetting the tubular railing and posts.

stp-513-090 (20210708)

## 48. Sheet Membrane Waterproofing for Asphalt Overlays, Item 516.0600.S.

### A Description

This special provision describes preparing the surface, furnishing and installing a primer, waterproofing membrane, and hot rubberized sealer or mastic, or both, on the bridge decks or box culverts to be overlaid with asphaltic overlay as the plans show.

### B Materials

#### B.1 Waterproofing System

For bridge decks to be overlaid with asphaltic overlay or buried structures with a minimum earth cover of less than 6" between the waterproofing membrane and the asphaltic overlay, select a membrane from the Sheet Membrane Waterproofing for Asphalt Overlay Applications Approved Product List (APL), or furnish a waterproofing system meeting the requirements as specified herein.

Provide a material in the waterproofing system that is specifically designed for use with an asphaltic overlay. The membrane shall consist of a cold-applied, self-adhering membrane incorporating a heat resistant woven or non-woven fabric or fiberglass reinforcing laminated in between layers of polymer modified bitumen or SBS modified rubberized asphalt. The membrane shall have a release film, polyester or polyethylene on the downside and may have a thin spun bonded open weave polyester fabric on the upside that will bond with the asphaltic overlay; yet will permit driving rubber-tired trucks, pavers and other construction vehicles on the membrane covered bridge deck or box culvert top slab. Provide a composite sheet membrane with the following properties:

| Property                   | Test Method  | Specific Value           |
|----------------------------|--|--------------------------|
| Width                      |  | 36 inch min.             |
| Tensile Strength           | ASTM D 412, ASTM D882,<br>or ASTM 1000               | 50 lb/in or 700 psi min. |
| Thickness                  |  | 60 mils to 80 mils       |
| Puncture Resistance        | ASTM E 154   | 40 lb. min.              |
| Permeance                  | ASTM E 96, Method B                                  | 0.05 US Perms max.       |
| Low Temperature Pliability | ASTM D 146, 1-inch Mandrel @ -25° F<br>Or ASTM D1970 | Unaffected               |
| Water Absorption           | ASTM D570, 72 hr.                                    | 0.25% max.               |
| Peel Adhesion              | ASTM D 903   | 5 lb/in width min.       |
| Compound Softening Point   | ASTM D 36  | 210° F ± 20° F           |

Provide rubberized asphalt compound containing not more than 15% inorganic residue or filler material.

Provide primer, mastic and/or hot rubberized asphalt sealer conforming to the specified properties required by the manufacturer of the waterproofing membrane.

#### B.2 Materials Certification for Product Not on APL

Waterproofing products not on the APL are required to provide material certification.

Before membrane approval for initial submittals and/or upon reformulation of membrane material compounds, submit to the engineer a notarized certification by an independent test laboratory stating that

the materials conform to the requirements of these specifications. The certification shall include or have attached specific results of tests performed on the material supplied. Samples of any material for testing may be required by the engineer.

## **C Construction**

### **C.1 Application Methods**

Apply materials in strict accordance with the manufacturer's instructions. In order to install the waterproofing membrane, the deck or buried structure temperature shall be a minimum of 45° F and rising. Before applying the system, become acquainted with the materials specified and their handling characteristics and become thoroughly familiar with the construction procedures recommended by the manufacturer. Furnish a copy of the recommended procedures to the engineer. To establish procedures for maintaining optimum working conditions and to coordinate work related to adjacent construction, hold a pre-installation conference with a manufacturer's representative, the engineer, and other affected contractors before starting construction. To provide quality assurance that the membrane has been properly installed, a manufacturer's representative familiar with the membrane installation procedures shall be present during placement of the membrane.

Clean and make free of asphaltic patches, fast setting concrete patches, and all spalled, unsound or disintegrated areas of concrete the entire deck area of the structures being overlaid including curbs and parapets. Provide a minimum cure time of three days for repaired areas before resuming construction operations on the deck, and provide a minimum cure time of seven days before placing the primer. Repairing these areas with concrete masonry deck patching, concrete surface repair or curb repair will be paid for separately. Before placing the primer prepare the surface of the entire deck surface areas of the structures by shot blast cleaning.

The shot blast cleaning shall include the vertical face of the curbs or parapets to the height of the specified finish pavement surface and elevation. The shot blasting machine used for this procedure shall be capable of propelling steel shot against the deck surface in a uniform method to remove all foreign material and loose concrete. The shot blasting operation shall include collection and disposal of used steel shot and dust. As per manufacturer's recommendations, all pavement-marking lines within the cleaning area shall be sufficiently removed to prevent bleeding through the primer. After shot blasting operations, remove by sweeping, compressed air blasting, pressure washing with water or by other satisfactory means any foreign material remaining on the concrete deck. The deck shall be clean, dry and free from mud, dirt, sand, oil or grease and any other contaminants before application of the primer. No vehicles or equipment will be permitted on the concrete deck after surface preparation except those necessary for the installation of the waterproofing membrane. The engineer will inspect the concrete deck before the application of the primer. Do not begin application of either the primer or membrane until after the engineer grants approval.

To coat all surfaces of the deck, curb and/or parapet that will be covered with the membrane, apply primer uniformly as recommended by the manufacturer. Use roller, brush or spray to apply primer to the surfaces. If spraying is used, an approved method of protecting the environment is required.

Allow the primer to dry until tack free (approximately forty-five minutes) before applying the membrane. Apply primer only to an area that will be covered with the membrane within the same calendar day. If the surface of the concrete deck becomes contaminated, clean and reprime the area.

Apply primer on the curb faces, raised deck drains and expansion joints to the top of the proposed asphaltic overlay. Take care to ensure that all inside corners are coated with primer.

After the primer has dried to a tack free condition, apply one layer of membrane to the deck starting on the low side edge.

To form a bond with the primed deck, remove the release film from the membrane on the tacky side while the membrane is rolled face down. Apply the membrane by hand methods or by using mechanical applicators. Overlap a minimum of 2.5 inches at the edges of each strip and overlap the membrane in such a manner to provide a shingling effect toward the low side of the deck cross section. Overlap a minimum of 5 inches at the ends of each strip of membrane and overlap the membrane in such a manner to provide a shingling effect toward the lower side of the deck profile. Roll the entire membrane surface with a rubber tire roller to ensure firm and uniform contact with the primed surface. Use special care to ensure that the membrane is uniformly adhered to the concrete and that the entire membrane is free of wrinkles, air bubbles, and other placement defects. In the event bubbles or blisters do form under the membrane, puncture the bubbles or blisters with a sharp pointed instrument such as an awl and press the membrane firmly into contact with the deck. Repair any membrane punctures, tears, holes, and misaligned or inadequate seams with a patch of waterproofing membrane sized as required to ensure that the membrane

is watertight. Apply membrane flashing to raised deck drains and expansion joints and cut, fit and seal the membrane flashing with mastic or by heat sealing.

Apply the primer and membrane to an area at least 6 inches wider than will be paved with asphalt to provide a lap with subsequent application of primer and membrane when required in order to accommodate traffic control staging. Cover the inside corners of curbs or parapets and all other perimeter edges with narrow strips (flashing strips of approximately 12 inches), hot rubberized sealer, or mastic according to the manufacturer's guidelines. As an additional method of ensuring a watertight bond, all terminating edges, transverse overlaps and longitudinal overlaps may be heated with a propane torch to soften the top mat and fuse the surfaces together.

## **C.2 Overlaying the Membrane with Asphaltic Overlay**

Construct the asphaltic overlay according to scheduling requirements elsewhere in the contract. Cover all exposed membrane with the specified asphaltic mix within five days after installation. Only rubber-tired construction vehicles shall be permitted on the membrane. Use caution not to turn the tires when a vehicle is stationary. To prevent tearing the membrane, avoid sudden starts, stops, accelerations, or decelerations. Chemical solvents, gasoline, diesel fuel, mineral spirits, etc. or other deleterious substances shall not be spilled or leaked onto the membrane. Before covering the membrane with asphaltic overlay, clean the membrane of mud, dirt, sand, oil, grease, or any other contaminants, and dry the membrane. Patch contaminated areas as required by the engineer. When required to accommodate traffic control staging, the construction of the asphaltic overlay shall stay at least 6 inches away from the terminating edge of the membrane to provide for overlap.

The placement temperature of the asphaltic overlay shall be between 300° F and 350° F. Do not place asphaltic overlay on the membrane outside of this temperature range. The temperature of the uncompacted mat of asphaltic concrete shall not fall below 280° F before rolling. The thickness of the asphaltic overlay layers shall be as the plans show; the initial layer shall have a minimum compacted thickness of 1½ inches. The membrane applicator contractor shall have a minimum of one employee present during all asphaltic overlay paving operations to ensure that all necessary membrane repairs will be accomplished.

## **D Measurement**

The department will measure Sheet Membrane Waterproofing for Asphalt Overlays, installed according to the contract and accepted, in area by the square yard. Measurement shall be based on the horizontal distance between the face of the curbs or parapets and the horizontal length of membrane installed. Any material specified to be applied up the face of the curb or parapet shall not be included in the measured quantity.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                                       | UNIT |
|-------------|---|------|
| 516.0600.S  | Sheet Membrane Waterproofing for Asphalt Overlays | SY   |

Payment is full compensation for furnishing and placing the primer, membrane, mastic, and hot rubberized asphalt sealer, for preparing the surface, and placing all strips of membranes.

stp-516-060 (20230113)

The surfaces to be covered by Preformed Waterproofing Membrane shall have a concrete surface profile (CSP) of 6 or smoother as per the International Concrete Repair Institute (ICRI) and no protrusions or irregularities shall exceed an amplitude of 3/16 inch within a lateral distance of 1 inch. No more than 1/4 inch of bridge concrete may be removed, unless otherwise noted in the plans. Concrete surfaces that do not meet the above smoothness requirement shall be prepared to receive the membrane by mechanical methods approved by the Engineer.

## **49. Structure Repainting Recycled Abrasive B-40-304, Item 517.1801.S.001; Structure Repainting Recycled Abrasive B-40-305, Item 517.1801.S.002.**

### **A Description**

This special provision describes surface preparation and painting of the metal surfaces according to the manufacturer's recommendations as modified in this special provision.

## **A.1 Areas to be Cleaned and Painted**

All structural metal surfaces of:

1. Structure B-40-304 1,560 SF.
2. Structure B-40-305 1,260 SF.

Areas are approximate and given for informational purposes only.

## **B Materials**

### **B.1 Coating System**

Furnish a complete coating system from the department's approved list for "Structure Repainting Recycle Abrasive Structure". The color for the finish coating material shall match the color number the plans show according to Federal Standard Number 595. Supply the engineer with the product data sheets for approval before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer and all coats to the engineer for approval before any application of paint.

## **C Construction**

### **C.1 Surface Preparation**

Before blast cleaning, solvent clean all surfaces to be coated according to SSPC-SP1.

All metal surfaces must be blast cleaned according to SSPC-SP10 and verified before painting.

Upon completion of surface preparation, test representative surfaces, which were previously rusted (i.e. pitted steel) for the presence of residual chloride. Perform Surface Contamination Tests (SCAT) according to the manufacturer's recommendations. The tests must be witnessed by the engineer. If chlorides are detected at levels greater than  $7\mu\text{g}/\text{cm}^2$ , continue to clean the affected areas until results are below the specified limit. Submit anticipated testing frequencies and chloride remediation methods to the Engineer for review and approval.

Apply the prime coat the same day that the metal surfaces receive the No. 10 blast or re-blast before application. Cleaned surfaces shall be of the specified condition immediately before paint application. If rust bloom occurs before applying the primer, stop the painting operation in the area of the rust bloom and re-blast and clean the area to SSPC SP-10 before applying the primer.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the department. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured according to ISO 8503-5.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight as per SSPC AB-2.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and test cleanliness according to ASTM D4285. The airline used for surface preparation shall have an in-line water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces according to this specification.

### **C.2 Coating Application**

Apply paint according to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray or inaccessible areas by brush, roller or other methods approved by the engineer.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper application technique and handling of that equipment.

Mix the paint or coatings according to the manufacturer's directions to a smooth lump-free consistency. Keep paint thoroughly mixed during the painting application.

After the inspector approves the entire cleaned surface to be coated, apply a prime coat uniformly to the entire surface. Either before or after applying the prime coat, brush or spray a stripe coat of primer on all plate edges, bolt heads, nuts, and washers. Apply succeeding coats as the product data sheet shows.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint according to SSPC PA1.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin according to the manufacturer's recommendations.

During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%. The manufacturer's ambient condition requirements must be followed if they are more stringent.

Paint thickness shall be within the requirements for a three coat paint system listed in the department's approved list for Structure Repainting Recycle Abrasive Structure and the paint system being used.

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

#### **D Measurement**

The department will measure Structure Repainting Recycled Abrasive (Structure #) as a single unit for each structure, 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 |
|----------------|---|------|
| 517.1801.S.001 | Structure Repainting Recycled Abrasive B-40-304 | EACH |
| 517.1801.S.002 | Structure Repainting Recycled Abrasive B-40-305 | EACH |

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the paint; and for providing the listed equipment.

stp-517-050 (20210708)

### **50. Negative Pressure Containment and Collection of Waste Materials, B-40-304, Item 517.4501.S.001; Negative Pressure Containment and Collection of Waste Materials, B-40-305, Item 517.4501.S.002.**

#### **A Description**

This special provision describes providing a dust collector to maintain a negative air pressure in the enclosure; furnishing and erecting enclosures as required to contain, collect and store waste material resulting from the preparation of steel surfaces for painting, and repainting, including collection of such waste material, and labeling and storing waste material in approved hazardous waste containers.



## **B (Vacant)**

## **C Construction**

Erect an enclosure to completely enclose (surround) the blasting operations. The ground, slope paving, or roadway cannot be used as the bottom of the enclosure unless covered by approved containment materials. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from surface preparation and paint over spray. Suspend all enclosures over water from the structure or as approved by the engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as plywood, or of a combination of flexible and rigid materials and meet SSPC Guide 6 requirements with Level 1 emissions. Systems manufactured and provided by Eagle Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be a non-permeable material, either as part of the tarp system or have a separate non-permeable lining. Maintain all materials free of tears, cuts or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the covered work platform or covered barge where used for structures over water and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area as approved by the engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials and paint over spray from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment before operations or as approved by the engineer.

To allow proper cleaning, inspection of structures or equipment, and painting, provide safe adequate artificial lighting in areas where natural light is inadequate.

Provide a dust collector so that there are no visible emissions outside of the enclosure and so that a negative air pressure inside the enclosure is maintained. The dust collector shall be sized to maintain the minimum air flow based on the cross-sectional area of the enclosure.

A combination of positive air input and negative air pressure may be needed to maintain the minimum airflow within the enclosure.

Filter all air exhausted from the enclosure to create a negative pressure within the enclosure so as to remove all hazardous and other particulate matter.

After all debris has been removed and all painting has been approved in the containment area is complete, remove containment according to SSPC Guide 6.

As a safety factor for structures over water, provide for scum control. Provide a plan for corrective measures to mitigate scum forming and list the procedures, labor and equipment needed to assure compliance. Effectively contain the scum that forms on the water and does not sink in place from moving upstream or downstream by the use of floating boom devices.

If in the use of floating boom devices, the scum tends to collect at the devices, contain, collect, store the scum, and do not allow it to travel upstream or downstream beyond the devices. Remove the scum at least once a day or more often if needed.

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal.

## **D Measurement**

The department will measure Negative Pressure Containment and Collection of Waste Materials (Structure) as a single unit for each structure, 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 |
|----------------|---|------|
| 517.4501.S.001 | Negative Pressure Containment and Collection of Waste Materials, B-40-304 | EACH |
| 517.4501.S.002 | Negative Pressure Containment and Collection of Waste Materials, B-40-303 | EACH |

Payment is full compensation for designing, erecting, operating, maintaining, and disassembling the containment devices; providing negative pressure exhaust ventilation; collecting, labeling, and for storing spent materials in provided hazardous waste containers.

stp-517-065 (20230113)

## 51. Portable Decontamination Facility, Item 517.6001.S.

### A Description

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility.

### B Materials

Supply and operate all equipment according to OSHA.

Supply adequate heating equipment with the necessary fuel to maintain a minimum temperature of 68° F in the facility.

The portable decontamination facility shall consist of a separate "Dirty Room", "Shower Room" and "Clean Room". The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

### C Construction

Properly contain, store, and dispose of the wastewater.

### D Measurement

The department will measure Portable Decontamination Facility by each individual unit, acceptably completed.

### E Payment

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

| ITEM NUMBER | DESCRIPTION                       | UNIT |
|-------------|-----------------------------------|------|
| 517.6001.S  | Portable Decontamination Facility | EACH |

Payment is full compensation for furnishing and maintaining a portable decontamination facility.

stp-517-060 (20230113)

## 52. Topsoil.

Replace 625.2 (1) with the following:

- (1) Topsoil consists of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life, and ensure the topsoil consists of the following:

| Topsoil Requirements | Minimum Range | Maximum Range |
|----------------------|---------------|---------------|
| pH                   | 6.0           | 8.0           |
| Organic Matter*      | 5%            | 20%           |
| Clay                 | 5%            | 30%           |
| Silt                 | 10%           | 70%           |
| Sand                 | 10%           | 70%           |

\*Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

Add the following to standard spec 625.2:

- (3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.
- (4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

Replace 625.3.3 (3) with the following:

- (3) Ensure that for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20221007)

## 53. Fertilizer Type B

*Replace 629.2.1.3 with the following:*

- (1) Fertilizer Type B Special will conform to the following requirements:

Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.

Phosphorus, not less than 15%

Potash, not less than 9%

- (2) The total nitrogen, phosphorus, and potash shall equal at least 48 percent.

*Replace 629.3.1.3 with the following:*

- (1) Apply fertilizer containing at least 48 percent total nitrogen, phosphorus, and potash at 5 pounds per 1,000 square feet unless otherwise directed by the engineer. For Fertilizer Type B Special that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

$$\text{Conversion Factor} = 48 / \text{New Percentage of Components}$$

*Replace 629.4(1):*

- (1) The department will measure Fertilizer Type B, Special by the hundred pounds (CWT) acceptably completed, measured based on the application rate of 5 pounds per 1,000 square feet. The department will not measure fertilizer used for the bid items under 632.

The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of cwt. of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

SER-629-001 (20230109)

## **54. Signs Type I and II.**

Furnish and install mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign.

Supplement standard spec 637.2.4 with the following:

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures to determine the width needed for sign support beams.

Use beams a minimum of six feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, one-half inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

Replace standard spec 637.3.3.2(2) with the following:

- (2) Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

Supplement standard spec 637.3.3.3(3) with the following:

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

Add the following to standard spec 641.2:

Submit shop drawings for sign bridges and overhead sign supports to SE Region Traffic Operations Engineer, Tom Heydel and Bureau of Structures Design.

SER-637-001 (20170621)

## **55. Nighttime Work Lighting-Stationary.**

### **A Description**

This special provision describes furnishing portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

### **B (Vacant)**

### **C Construction**

#### **C.1 General**

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days before the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.

6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

## **C.2 Portable Lighting**

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

## **C.3 Light Level and Uniformity**

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

## **C.4 Glare Control**

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

## **C.5 Continuous Operation**

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

## **D (Vacant)**

## **E Payment**

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

stp-643-010 (20100709)

## **56. Traffic Signals, General.**

All work shall be in accordance to the plans and the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2025 Edition, and these special provisions.

Failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the Contractors' expense. Any additional disruption of Department-owned facilities shall be repaired or relocated as needed at the Contractors' expense.

Notify the department's Electrical Field Unit at (414) 266-1170 at least three weeks prior to the beginning of the traffic signal work.

Furnish the engineer with material lists and specifications of all traffic control equipment for approval prior to installation.

## **57. Basic Traffic Queue Warning System, Item 643.1205.S.**

### **A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing and removing a basic traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and activating the system.

### **B Materials**

Provide Basic Traffic QWS components and software that is National Transportation Communications for ITS Protocol (NCTIP) compliant.

#### **B.1 Portable Traffic Sensors (PTS)**

Provide PTS that are nonintrusive and capable of capturing vehicle speed in mph. Integrate each sensor with a modem to communicate with the automated system manager.

#### **B.2 Static Traffic Control Signs with Temporary Flashing Beacon Signs (FBS)**

Provide static traffic control signs with temporary flashing beacon signs conforming to standard spec 658.2(2) for Traffic Signal Faces. Ensure each FBS is integrated with a modem, and other equipment (e.g., automated system manager) mounted on it, and acts as a single device for communicating with similarly integrated devices and displaying real-time traffic conditions.

#### **B.3 Automated System Manager (ASM)**

Provide an ASM that assesses current traffic data captured by the PTS and activates/deactivates the FBS based on predetermined speed thresholds.

#### **B.4 System Communications**

Ensure Basic Traffic QWS communications meet the following requirements:

1. Perform required configuration of the Basic Traffic QWS's communication system automatically during system initialization.
2. Communication between the server and any individual FBS or PTS are independent through the full range of deployed locations, and do not rely upon communications with any other FBS or PTS.
3. Incorporate an error detection/correction mechanism into the Basic Traffic QWS communication system to ensure the integrity of all traffic condition data.

#### **B.5 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**

#### **C.1 General**

Install and reposition Basic Traffic Queue Warning System per plan or as the engineer directs. Provide plan 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.

PTS may be mounted on FBS, arrow board or other trailer devices.

Install PTS at the following locations:

1. Place first PTS within the lane closure taper.

2. Place second PTS 5,700 feet upstream of the lane closure taper or on FBS #3.
3. Place third PTS 2 miles upstream of the lane closure taper or on FBS #2.

Install FBS at the following locations, delineated by 5 drums:

1. Place first FBS (FBS #3) 5,700 feet upstream of the lane closure taper.
2. Place second FBS (FBS #2) 2 miles upstream of the lane closure taper.
3. Place third FBS (FBS #1) 3 miles upstream of the lane closure taper.

If there are more than 2 lanes or specified in the plans, place FBS on both sides of the roadway.

Number the devices in chronological order so they are visible from the shoulder with 6-inch white high reflective sheeting.

Provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system. A minimum of three days before deployment, place the Basic Traffic QWS and demonstrate to the Department that the Basic Traffic QWS is operational.

Maintain the Basic Traffic QWS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon completion.

## **C.2 Reports**

Provide an electronic copy of a weekly summary report of all data via email to the engineer. Ensure the report includes, at a minimum, the average speed per sensor, time in congestive state per sensor and number of triggers per day.

## **C.3 Meetings**

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings as deemed necessary by the department. These meetings may be held in person or via teleconference, as scheduled by the department.

## **C.4 Programming**

### **C.4.1 General**

Program the Basic Traffic QWS to ensure that the following general operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Automatic setting of the FBS to reflect current traffic flow status updated every 60 seconds for congestion. Ensure to remove a congestion message when 180 seconds of average traffic speeds above the current level are observed, or utilize a customized frequency as determined by the engineer.
3. The FBS activate based on pre-determined speed thresholds from the next downstream sensor.
  - FBS #3 shall activate based on traffic speeds at the PTS located within the lane closure taper.
  - FBS #2 shall activate based on traffic speeds at the PTS located approximately 1 mile upstream of lane closure taper, or at FBS #3.
  - FBS #1 shall activate based on traffic speeds at the PTS located 2 miles upstream of lane closure taper, or at FBS #2.
4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
  - Vehicle speeds
  - FBS triggers
  - Device locations
5. Archive all traffic data in a Microsoft Excel format with date and time stamps.
6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, FBS malfunctioning, PTS malfunction, loss of power, low battery, etc.
7. Automatically generate and send an email alert any time a user specified queue is detected by the system.
8. Ensure the system autonomously restarts in case of any power failure.

#### **C.4.2 System Operation Strategy**

Arrange for the vendor/manufacture to coordinate system operation, detection, and trends/thresholds with the engineer.

The sequences below are a minimum requirement, but can be adjusted at the discretion of the engineer, are as follows:

##### **Free Flow:**

If the current PTS speed on a downstream section is at or above 40 mph, the next upstream FBS will not flash.

##### **Slow or Stopped Traffic:**

If the current PTS speed on a downstream section of the roadway is between the 39 mph and 0 mph (for example, 35 mph), the next upstream FBS shall flash.

#### **C.5 Calibration and Testing**

At the beginning of the project perform a successful field test and calibration at the Basic Traffic QWS location to verify the system is detecting accurate vehicle speeds, and accurately relaying the information to the ASM and the FBS.

Send email of successful calibration and testing to the engineer.

#### **D Measurement**

The department will measure Basic Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                        | UNIT |
|-------------|------------------------------------|------|
| 643.1205.S  | Basic Traffic Queue Warning System | DAY  |

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of FBS, PTS, ASM, and system communications.

Failure to correct a deficiency to the FBS, PTS, or ASM 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.

Failure to correct the website within 24 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

The engineer will have sole discretion to assess the deductions for an improperly working Basic Traffic QWS.

stp-643-046 (20210113)

#### **58. General Requirement for Electrical Work.**

*Add the following to 651.3.3 (3) of the standard specifications:*

Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection for state owned traffic signals. The department's Region Electrical personnel will perform the inspection for the state owned and maintained traffic signals.

Requests for signal inspection will include a completed SE Region Traffic Signal Checklist.

##### **General**

*Add the following to standard specification sections 651, 652, 653, 654, 655, 656, 657 and 659.*

All the work necessary to comply with revisions to standard specifications mentioned herewith shall be incidental to associated pay items or to the project including coordination, materials, and labor. No additional payment shall be made to the contractor.



*Add the following to standard specification subsection 651.2:*

**Wisconsin Department of Transportation**

Materials indicated to be returned to the Department shall be hauled to one of the following two locations:

State Electrical Shop at 935 South 60th street, West Allis, as directed by Ms. Bree Johns-Konkol, tel. (414) 266-1170.

Milwaukee County Grounds, 10191 West Watertown Plank Road, Wauwatosa, as directed by Mr. Pat Stoetzel, tel. (414) 750-5306.

Arrange pickups and deliveries 3 days in advance and during regular business hours (Monday – Thursday 7:00 AM to 3:45 PM).

*Add the following to standard specification subsection 651.3.1:*

Any circuit that the contractor does not personally tag out at the disconnect shall be considered live and will be subject to being activated by another person with no notice to the contractor. Make tag-outs with manufactured tags and endorse them with the date and the name of the contractor. Clear tag-outs at the end of the workday. The department does not employ a load dispatcher and has no intent to do so. Each electrical worker is responsible for their own protection from automatic switching and from switching by others.

The plans show required disconnections of existing lighting circuits, most in the form of abandoning existing underground conductors in place. The contractor may need to mobilize several times per each existing lighting distribution center. The contractor is expected to build these costs into the various paid items for removals and installations.

*Add the following to standard specification subsection 651.5:*

Work to disconnect and connect conductors will be incidental to the paid measurement of footage.

There will be no measurement for payment for abandoning conductors or removing conductors for scrap.

Work to disconnect and connect electrical system, splice through, or to connect conductors are incidental to the installation or removal of the freeway lighting pay items included in this contract. The department will not measure conductors or conduits that have been abandoned in place or removed for scrap. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned, if possible.

*Add the following to standard specification subsection 652.3.1.4:*

Support conductors at the top of the vertical raceway or as close as practical if the vertical rise exceeds 40-feet. Provide additional supports as shown; in no case shall the distance between supports exceed that shown in Table 300.19(A) of the Wisconsin State Electric Code.

*Add the following to standard specification subsection 653.3(1):*

This provision modifies the standard detail drawing for pull boxes and thereby both the standard items and SPV pay item for pull boxes. Lighting pull box covers shall read "LIGHTING".

*Add the following to standard specification subsection 655.3.1:*

Wet location splices are not anticipated on this project and not shown in the plans. In the event that the engineer allows wet location splices, make pull box splices with engineer approved epoxy kit for the freeway lighting and should be incidental to the installation of pull box.

At each pull point or access point, indicate the line side bundle with a lap of blue tape. Mark conductors in poles and in pull boxes or other terminations with a 6-Inch-long blue tape wrap to identify the set of conductors emanating from distribution center (feeder).

*Add the following to standard specification subsection 655.3.7(4):*

Where two or more wire networks pass through a pull point, tag each circuit network (i.e. A/B/N and C/D/N) with approved all-weather tags.

*Add the following to standard specification subsection 657.2:*

Non-breakaway poles (mounted on structures, concrete bases or behind noise wall barriers without transformer base), as well as at stems of sign bridges containing electrical wires are to be double nipped and install galvanized rat screen enclosing the bottom of pole area; extra nuts and screen incidental.

*Add the following to standard specification subsections 657.3.1 and 657.3.5:*

Corrosion protection measures described in subsections 657.3.1 and 657.3.5 of the standard specifications are invoked for breakaway transformer bases and aluminum light poles. Avoid contact of dissimilar metals in erecting the pole on its foundation and/or breakaway device. Resolve any concern of trapped moisture or potential corrosion cell to the satisfaction of the engineer.

**Manufacturer's Warranty for LED luminaires:** The manufacturer shall warrant to the department that each complete luminaire (consisting of the housing, optical assembly, LED drivers, surge protection and wiring) will be free from defects in material and workmanship for ten (10) years from the date that the luminaire are put into service. Install luminaires within one year of manufacture.

If any luminaires fail to meet the above warranty, the department shall provide the manufacturer with a written notice of any defect within thirty (30) days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor, and all incidentals necessary to restore the luminaire to a fully operational, installed condition.

*Add the following to standard specification 659.3.1:*

Contractor shall be responsible to maintain adequate lighting during all the construction stages not shown on the temporary lighting plans, but which are necessitated by field conditions or by any construction phasing changes. Contractor shall coordinate City of West Allis for the existing poles with luminaires to remain in place until new lighting is installed and operational. Installation of temporary lighting not shown on lighting plans shall be incidental in this contract. Contractor shall be responsible to submit a redline markup plans for any additional temporary lighting to the Engineer for approval prior to installation.

## **59. Electrical Conduit.**

*Replace standard spec 652.5(2) with the following:*

- (2) Payment for Conduit Rigid Metallic, Conduit Rigid Nonmetallic, Conduit Reinforced Thermosetting Resin, and Conduit Special bid items is full compensation for providing the conduit, conduit bodies, and fittings; for providing all conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for making necessary connections into existing pull box, manhole, junction box or communication vault; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; and for making inspections.

### **Notice to Contractor – WARNING – ELECTROCUTION HAZARD!!! – West Allis Existing Street Lighting Circuits**

The City of West Allis has multiple high voltage series type street lighting circuits along W Oklahoma Ave. By proposing to do the work, the contractors acknowledge that they are professionally knowledgeable of the hazards inherent in series street lighting and that workers will be trained as to the appropriate safety procedures for working around high voltage series wiring.

Carefully read and consistently abide by the following coordination requirements to safely work within areas of existing series street lighting circuits.

The City of West Allis can supply electrical system maps as needed.

Coordinate all work to the City of West Allis lighting system with the city electricians in advance of performing the work. The existing electrical wiring is buried at a relatively shallow depth just behind the curb in most locations. Project work will likely cause damage to the existing wiring and potentially exposure to high voltage wiring. The City of West Allis will de-energize any circuits which will be exposed by roadway removal work. Please contact Don Molleson (Phone: 414-302-8873) one-week in advance of roadway or electric work start.

## **60. Electrical Service Meter Breaker Pedestal IH 41 SB Ramps & Oklahoma Ave, Item 656.0201.301.**

*Add the following to standard specification 656.2.3:*

The department will be responsible for the electric service installation request for any department maintained facility.

Electric utility company service installation and energy cost will be billed to and paid for by the maintaining authority.

*Add the following to standard specification 656.3.4:*

Install the cabinet base and meter breaker pedestal first, so the electric utility company can install the service lateral. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electric utility company.

*Add the following to standard specification 656.5(3):*

Payment for grading the service trench, replacing topsoil, fertilizer, seed, and mulch will be incidental to this work unless the bid items are in the contract and then they will be paid for at the contract price.

## **61. Traffic Signal Faces.**

*Add the following to standard specification 658.3:*

<sup>(5)</sup> Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

## **62. Signal Mounting Hardware, Item 658.5070.**

*Add the following to 658.2(7) of the standard specifications:*

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16 ½-inch center to center spacing.

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

### **A Description**

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

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

### **B Materials**

#### **B.1 Disposal by Contractor**

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

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

### **C Construction**

#### **C.1 Removal**

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

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

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

## **C.2 Packaging of Hazardous Materials**

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

## **C.3 Disposal by Contractor**

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

## **D Measurement**

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

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

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                                       | UNIT |
|-------------|---|------|
| 659.5000.S. | Lamp, Ballast, LED, Switch Disposal by Contractor | EACH |

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

stp-659-500 (20220628)

- 64. Temporary Traffic Signal for Intersections IH 41 SB Ramps & Oklahoma Ave, Item 661.0201.301**  
**Temporary Traffic Signal for Intersections IH 41 NB Ramps & Oklahoma Ave, Item 661.0201.302;**  
**Temporary Traffic Signal for Intersections IH 41 NB Off Ramp & W. National Ave 661.0201.303;**  
**Temporary Traffic Signal for Intersections S. 124<sup>th</sup> St & W. Layton Ave, Item 661.0201.304.**

*Replace 661.2.1(1) of the standard specifications with the following:*

(1) Furnish control cabinet and control equipment. The Department will supply, maintain, and install a signal controller, cellular modem, and ethernet switch to establish remote communication to the signal controller. The cabinet must be equipped with a 6-circuit Isotel independent of the GFI receptacles. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Test traffic signal control cabinets before installation. The Department will provide the signal controller with the initial traffic signal timing, and the Department will be responsible for all subsequent signal timing changes.

*Replace 661.2.1(3) of the standard specifications with the following:*

(3) Use existing underground electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal. The contractor will be responsible for arranging any additional service connection to the temporary signal. The department will pay for all Energy Costs for the operation of the Temporary Traffic Signal. New service at the IH 41 SB ramps & Oklahoma will be requested prior to construction for use with the Temporary Traffic signal.

Furnish and install a generator to operate the temporary traffic signals for the times required to switch the existing permanent traffic signal over to the temporary traffic signal and for the time required to switch the temporary traffic signal back over to the permanent traffic signal.

Contact the local electrical utility at least four days prior to making the switch from the Temporary Traffic Signal to the new Permanent Traffic Signal.

*Append 661.2.1 of the standard specifications with the following:*

(6) Control equipment or controller equipment is defined as anything inside the control cabinet excluding the department furnished signal controller, cellular modem, and ethernet switch.

*Replace 661.3.1(2) of the standard specifications with the following:*

(2) Request a signal inspection of the completed temporary traffic signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the SE Region Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The SE Region electrical personnel will perform the inspection.

*Append 661.3.1 of the standard specifications with the following:*

(4) At the S. 124<sup>th</sup> Street intersection with W. Layton Avenue, the existing stop sign flashers, signs, and sign supports shall remain in place but shall be covered during temporary signal operation. Contractor is responsible for covering all stop signs and flashers, as well as stop ahead signs on each leg of the intersection (paid as a separate bid item).

*Append 661.3.1.4 of the standard specifications with the following:*

(4) Arrange for every other week inspections with the engineer to check the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 1-hour of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each every other week inspection, the heights above the roadway, the roadway clearance after adjustments have been made, and acceptance by the engineer. Provide all documentation related to the every other week span wire height checks as well as all records related to maintenance performed on the temporary traffic signal installations to the engineer.

*Append 661.3.2.4 of the standard specifications with the following:*

(8) Install drop cable at locations shown on the plans where department-owned traffic signal poles and heads will be used for temporary signal operation. The drop cable shall run from temporary span wire to

an existing permanent signal pole following the details shown in WisDOT standard detail drawing 9G1-4f except that the connection to the existing signal heads will be made through the pole cap on the existing pole.

*Replace 661.3.2.6(2) of the standard specifications with the following:*

(2) Upon acceptance of new signal and completion of work, the department will switch control of the intersection over to the permanent cabinet installation. Remove signal cable and wires, wood poles, wood posts, control cabinet, control equipment, and incidental materials. Upon deactivation of the controller, call the electrical utility immediately for the temporary electrical service disconnect. The department shall remove the signal controller, cellular modem, and ethernet switch.

*Append 661.3.2.6 of the standard specifications with the following:*

(6) Remove the CCTV camera, hardware, mounting brackets and cabling from the temporary traffic signal installation and return it to the department.

*Replace 661.3.2.7 (2) of the standard specifications with the following:*

(2) Respond within one hour of notification to provide corrective action to any emergency such as but not limited to knockdowns, signal cable problems, and controller equipment failures. If equipment becomes damaged or faulty beyond repair, replace it within one working day. In order to fulfill this requirement, maintain, in stock, sufficient materials and equipment to provide repairs. Replace the traffic signal control equipment including the cabinet and cabinet accessories within 4 hours. If the outcome of the response identifies damage to the department furnished signal controller, notify the Traffic Management Center at (800) 375-7302 who will then dispatch the SE Region Electrical Field Unit.

All existing department-owned poles used for operation of the temporary signal shall become the responsibility of the contractor to maintain in working order and replace a pole knockdown (pole to be furnished by department).

*Replace 661.5(2) of the standard specifications with the following:*

(2) Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, maintaining, and repairing the complete temporary installation; and for removal. Payment also includes the following:

1. Furnishing and installing replacement equipment.
2. The cost of delivery and pick-up of the cabinet assemblies.

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for cleaning up and properly disposing of waste; for removing and delivering the CCTV camera, hardware, and for mounting brackets and cabling from the temporary traffic signal installation to the department.

## **65. Intelligent Transportation Systems (ITS) – Control of Materials.**

### **Standard spec 106.2 – Supply Source and Quality**

*Add the following to standard spec 106.2:*

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

| Department-Furnished Items |
|----------------------------|
| ITS Field Cabinet          |

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from the department's Traffic Management Center (TMC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the Statewide ITS Engineer, Dean Beekman at (414) 227-2154 to coordinate pick-up of equipment.

Pick up cabinets and solar power systems, including batteries, at the department's TMC equipment storage facility at 633 W. Wisconsin Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact Dean Beekman to coordinate pick-up of equipment.

Large department-furnished equipment, such as camera poles and dynamic message signs will be delivered by the supplier to a contractor-controlled site identified by the contractor. Delivery will not necessarily be in a "just in time" manner. Store the equipment until field installation.

Within two weeks of Notice to Proceed, contact the engineer and Dean Beekman. Provide the address and contact information for the contractor-controlled location for delivery and the desired delivery schedule for the large state-furnished materials.

Transportation of the equipment between the electric shop and the field or interim locations are the responsibility of the contractor.

### **Standard spec 106.3 – Approval of Materials**

*Add the following to standard spec 106.3:*

#### **Design/Shop Drawings**

Before the purchase and/or fabrication of any of the components listed herein, and for any non-catalog item shown on the Material and Equipment List specified above, and no more than 30 days after notice to proceed, submit five copies of design drawings and shop drawings, as required, to the department for review. The items and the drawings that represent them shall meet the requirements of the standard specifications.

Design drawing submissions shall consist of signed and certified designs, design drawings, calculations, and material specifications for required items.

Shop drawings will be required for, but not limited to the following:

1. Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
2. Mounting LED warning signs to the sign structure.
3. Mounting detail for dynamic message signs.
4. Any contractor-designed structure or foundation.

The department will complete its review of the material within 30 days from the date of receipt of the submission, unless otherwise specified. The department will advise the contractor, in writing, as to the acceptability of the material submitted. The department may determine that if no exceptions were taken for the item, it is approved, and no further action is required by the contractor; or the item may be partially or totally rejected, in which case modify and/or amend the submittal as required by the department and resubmit the item within 14 days. At this time, the review and approval cycle described above will begin again.

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## **66. Intelligent Transportation Systems - General Requirements.**

### **A Description**

#### **A.1 General**

This special provision describes providing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as the plans show.

Unusual aspects of this project include:

1. The project includes working on cables and equipment that are carrying data between roadside equipment and the department's Traffic Management Center (TMC). Interruption of this service is not expected to perform this work. If an interruption is determined necessary, it must be done on a weekend, and must be done in a way that minimizes communication outages for the existing equipment. Notify the department's TMC at least 48 hours in advance of the planned interruption.
2. The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment before installing it.

#### **A.2 Surge Protection**

Equip every ungrounded conductor wire entering or leaving any equipment cabinet with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

### **B Materials**

## B.1 General

Only furnish equipment and component parts for this work that are new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

## B.2 Outdoor Equipment

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

## B.3 Custom Equipment

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of "two-ounce" copper on 1/16 inch thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

## B.4 Environmental Conditions

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
2. **Duty Cycle:** Continuous
3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.



#### 4. **Electrical Power:**

- 4.1. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
- 4.2. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
- 4.3. **Line voltage transients:** The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

#### 5. **Temperature and Humidity:**

- 5.1. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- 5.2. **Equipment in Controlled Environments:** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

### **B.5 Patch Cables and Wiring**

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

### **B.6 Surge Protection**

Low-voltage signal pairs, including twisted pair communication cable entering each cabinet shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

1. The protectors shall suppress a peak surge current of up to 10k amps.
2. The protectors shall have a response time less than one nanosecond.
3. The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage and clamp the voltage between each wire and ground at 50 volts.
4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
6. There shall be no more than two pairs per protector.
7. It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

## **C Construction**

### **C.1 Thread Protection**

Provide rust, corrosion, and anti-seize protection at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

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

When installing new cables into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

### **C.3 Wiring**

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal

blocks where needed, without separate payment. Use approved splice kits instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for labeling methods before use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Traffic Management Center (TMC) or in communication hubs, which are not contained within a single cabinet, shall have at least 10 feet of slack.

#### **C.4 System Operations**

If the contractor's operations unexpectedly interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

#### **C.5 Surge Protection**

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. Ensure that all wiring between the surge protectors and the point of entry is free from sharp bends.

#### **D Measurement**

The department will not measure the work performed under this special provision.

#### **E Payment**

The department will pay for the work performed under this special provision under the contract ITS bid items.

stp-670-010 (20230629)

### **67. Polyester Polymer Concrete Deck Repair, Item SPV.0035.400.**

#### **A Description**

This special provision describes furnishing and applying a polyester polymer concrete (PPC) patch material with a high molecular weight methacrylate (HMWM) resin prime coat on sawed preparation areas on the concrete bridge deck/slab, to the limits shown on the plans. Perform the work conforming to standard specification 509.

#### **B Materials**

The PPC system shall consist of a polyester resin binder and aggregate, and a compatible primer.

##### **B.1 Primer**

The primer shall be a HMWM resin that is low viscosity, wax free, low odor, and shall meet the following requirements:

| Property                        | Requirements | Test Method                  |
|---------------------------------|--------------|------------------------------|
| Viscosity <sup>A B</sup>        | ≤ 25 cps     | ASTM D 2196 – Brookfield RVT |
| Specific Gravity <sup>A B</sup> | ≥0.90        | ASTM D 1475                  |

| Property   | Requirements      | Test Method                |
|--|-------------------|----------------------------|
| Flash Point <sup>B</sup>                             | ≥ 180°F           | ASTM D 3278                |
| Tack-free Time <sup>A</sup>                          | ≤ 400 minutes     | California Test Method 551 |
| Vapor Pressure <sup>A B</sup>                        | ≤ 0.04-in Hg      | ASTM D 323                 |
| Volatile Content <sup>B</sup>                        | < 30%             | ASTM D 2369                |
| PCC Saturated Surface Dry Bond Strength <sup>C</sup> | ≥ 500 psi (24hrs) | California Test Method 551 |

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

<sup>B</sup> Test performed prior to adding the initiator

<sup>C</sup> Value based on specimens or samples stored at 70±1°F

The initiator for the methacrylate shall consist of a metal drier and peroxide. These materials must be stored separately and in a manner which will not allow the materials to contact each other if spilled or if the packaging leaks.

## B.2 Binder

The resin shall be an unsaturated isophthalic polyester-styrene co-polymer with the following properties:

| Property   | Requirements                   | Test Method                  |
|--|--------------------------------|------------------------------|
| Viscosity <sup>A B</sup>                             | 75-200 cps                     | ASTM D 2196 – Brookfield RVT |
| Specific Gravity <sup>A B</sup>                      | 1.05-1.10                      | ASTM D 1475                  |
| Absorption   | ≤ 1 percent (24 hr)            | ASTM D 570                   |
| Tensile Elongation                                   | 35-80 percent (7 days)         | ASTM D 638                   |
| Tensile Strength                                     | ≥ 2,500 psi (7 days)           | ASTM D 638                   |
| Styrene Content <sup>B</sup>                         | 40-50 percent by weight        | ASTM D2369                   |
| Silane Coupler                                       | > 1 percent by weight of resin |                              |
| PCC Saturated Surface Dry Bond Strength <sup>C</sup> | ≥ 500 psi (24 hrs)             | California Test Method 551   |
| Permeability to Chloride ion                         | ≤ 100 coulombs (28 days)       | AASHTO T 277                 |

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

<sup>B</sup> Test performed prior to adding initiator

<sup>C</sup> Values are based on specimens or samples cured or aged and tested at 70°F

The silane coupler shall be an organosilane ester, gammamethacryloxypropyltrimethoxysilane. The promoter/hardener shall be compatible with methyl ethyl ketone peroxide and cumene hydroperoxide initiators.

## B.3 Aggregates

For mixing with the polyester polymer resin, 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; and free from silt, clay, asphalt, or other organic materials. The fine aggregate shall be natural sand. The aggregate gradation shall meet either of the following gradation requirements:

| Sieve Size | % Passing by Weight | % Passing by Weight |
|------------|---------------------|---------------------|
| 1/2-in     | 100                 | 100                 |
| 3/8-in     | 100                 | 83-100              |
| No. 4      | 62-85               | 65-82               |
| No. 8      | 45-67               | 45-64               |
| No. 16     | 29-50               | 27-48               |
| No. 30     | 16-36               | 12-30               |

| Sieve Size | % Passing by Weight | % Passing by Weight |
|------------|---------------------|---------------------|
| No. 50     | 5-20                | 6-17                |
| No. 100    | 0-7                 | 0-7                 |
| No. 200    | 0-3                 | 0-3                 |

The coarse aggregate shall have a Moh's hardness of 7.0 or greater. The percent wear shall not exceed 50%, and the weighted soundness loss shall not exceed 12% per ASTM C131 and C88, respectively.

Aggregates shall have an absorption not to exceed 1% and the moisture content shall not exceed one half of the aggregate absorption. Aggregates retained on the No. 8 sieve shall have a maximum of 45% crushed particles when tested in accordance with AASHTO Test Method T335.

The finishing sand aggregate shall be commercial quality dry blast sand with an average absorption of no more than 1%. 95% of the sand shall pass the No. 8 sieve and at least 95% shall be retained on the No. 20 sieve.

#### B.4 Required Properties of the Repair Material

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

| Property                     | Requirements <sup>A</sup>               | Test Method                                   |
|------------------------------|---|---|
| Minimum Compressive Strength | 2,000 psi (8 hrs)<br>5,000 psi (24 hrs) | ASTM C 579<br>Method B, Modified <sup>B</sup> |
| Set Time                     | 30-120 minutes                          | ASTM C 266                                    |

<sup>A</sup> Based on samples cured or aged and tested at 75°F

<sup>B</sup> Plastic inserts that will provide 2-in by 2-in cubes shall be placed in the oversized brass molds.

#### B.4 Approval of Bridge Deck Repair Material

A minimum of 15 working days prior to the pre-construction meeting, submit to the engineer for acceptance the product data sheets and specifications from the manufacturer, product history/reference projects report, an overlay placement plan, and a certified materials report from an independent testing laboratory. The engineer may request samples of the primer, resin, and/or aggregate prior to application for the purpose of acceptance testing by the department.

The product history/reference projects report shall consist of a minimum of 5 bridge/roadway locations where the proposed repair material has been applied in Wisconsin or in locations with similar climate, and on bridges of similar size and scope to the contract project. Include contact names for the facility owner, current phone number and e-mail address, and a brief project description including structure ID's and repair quantities placed. These projects must have been open to traffic for at least 1 year.

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

### C Construction

#### C.1 General

##### C.1.1 Pre-Installation Conference

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer with a copy of the recommended procedures, the manufacturer's instructions, contractor's personnel experience record, and the PPC mix design including the recommended initiator percentages for the expected application temperature.

##### C.1.2 Contractor Personnel Requirements

A minimum of 15 days prior to the pre-construction meeting, submit to the engineer for approval the contractor's personnel experience and qualifications successfully placing concrete bridge deck repair patches or PPC patches using similar equipment as specified within this special provision within the last 5 years. Include contact names for the facility owner, current phone number and e-mail address, and a

brief project description including structure ID's and overlay quantities placed. The engineer shall contact the Bureau of Structures Chief Structures Design Engineer to verify experience and qualifications.

Experienced personnel are required to be actively present during the deck repairs according to the following:

Experience and qualifications of manufacturer's representative: Must be employee of the current company for at least one year in good standing with experience performing a minimum of 10 PPC deck repairs on bridges of similar size and scope to the contract project in the last 5 years. Scope shall be evaluated by placement temperature, existing deck condition, average daily traffic, and any other factors unique to the application. Acceptable project experience must be in current service showing no signs of installation deficiency, major distress, excessive wear, or delamination. A manufacturer's representative familiar with deck repair material installation procedures shall be present at all times during surface preparation and material placement to provide quality assurance that the work is being performed properly. This includes, but is not limited to, pre-installation conference, PPC application, and PPC cure.

Experience and qualifications of crew foreman: Must be employee of the current company for at least one year in good standing with experience performing a minimum of 2 PPC to highway bridge decks in the last 5 years.

Experience and qualifications of crew/laborers: All crew members involved with the placement or finishing of the PPC overlay must be an employee of the current company for at least one year in good standing. In addition, laborers finishing the PPC material in place must have at least 2 years of experience finishing concrete.

The engineer will accept or reject the contractor's personnel experience record. If the contractor does not provide personnel with the required experience and qualifications, the contractor will not be authorized to proceed with any work until replacement personnel are reviewed and accepted by the engineer. The engineer may suspend work if the contractor substitutes unqualified personnel for accepted personnel during construction.

### **C.1.3 Material Storage and Safety Plan**

Store resin materials in their original containers in a dry area. Store and handle materials according to the manufacturer's recommendations. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

Safety Plan: Prior to arrival of the product on the job site, provide a product shipping, storage, and use safety plan to detail how the product will be delivered and stored on site in a manner that will not allow the constituent components to come in contact with each other in the event of a spill or container leakage. This plan must also include a description of the safety training workers applying the product have received regarding the product's use, and list any and all safety precautions which must be taken during application of the product.

### **C.1.4 Contractor Qualification**

Provide documentation of having at least 5 years of experience with thick bridge deck overlay products on successful projects of similar size and scope to the proposed installation.

## **C.2 Deck Preparation**

Identify unsound concrete by chain-drag or hammer. Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Rebar exposure is not required for composite action between PPC and substrate material. Work performed to remove unsound concrete deck areas will be paid for under other items.

Clean and prepare the area to be patched per the manufacturer's recommendations and as follows. After sawed deck preparation work is complete, blast clean the area and any exposed reinforcing steel. Concrete surfaces shall have CSP 5 at a minimum. Thoroughly clean the surface upon which the new patch material is to be placed by brooming and using air pressure to remove all loose particles and dust.

Prime the patch area as described in Section C.3.1 of this specification.

## **C.3 Application of the Repair Material**

Apply the repair material conforming to the manufacturer's instructions.

Do not apply the repair material if any of the following is true:

- Ambient air temperature is below or expected to drop below 50°F, or the manufacturer's recommended temperature, within 8 hours

- Deck surface 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 with ASTM D4263.
- Materials component temperatures are below 50°F or above 100°F
- Concrete age is less than 28 days, unless approved by the engineer
- Gel time is 15 minutes or less at predicted high air temperature for the day
- The relative humidity is greater than 85%

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

Apply primer to the deck repair surface within 5 minutes of mixing at approximately 1 gallon per 100 square feet or the rate specified by the manufacturer. Use a squeegee, roller, broom, low pressure sprayer, etc. to distribute the material uniformly and to completely cover the area receiving the repair material. Remove excess buildup and re-prime any areas that appear dry from absorbing material. Wait a minimum of 15 minutes or as recommended by the manufacturer before placement of the repair material. If the primed surface becomes contaminated, clean and re-prime it.

### **C.3.2 Application of the Repair Material**

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. Mix PPC according to the manufacturer's recommendations. The polyester concrete shall contain 11-13% polyester resin by weight of dry aggregate. The amount of initiator used in polyester concrete shall be sufficient to produce an initial set time between 30-90 minutes, when the in-place PPC cannot be deformed by pressing with a finger.

The polyester concrete shall be placed within 15-120 minutes after the primer has been applied, or per the manufacturer's recommendation. Place the PPC before gelling or within 15 minutes of adding the initiator, whichever comes first, or within a more restrictive range if recommended by the manufacturer. Discard any PPC not placed within this time limit at no additional cost.

Place the polyester concrete mixture to fill repair areas. Strike off to grade using concrete finishing tools to produce a plane surface flush and conforming to the grade and elevation of the adjoining deck surfaces. Properly finished polyester concrete shall yield a well-compacted surface and slight, glossy sheen without excessive bleed resin.

Apply the finishing sand as directed by the manufacturer. The finishing sand must be applied before gelling occurs. The finish sand shall be applied by either mechanical or hand dispersion immediately after strike-off, before gelling occurs. Apply at a coverage rate of approximately 2.5-3 lbs/sq yd leaving an evenly covered surface free of mirroring or glossing, or until saturation as determined by the engineer.

If initial set does not occur within 30-90 minutes, the material must be removed and replaced at no additional cost.

Allow material to fully cure to a firm, hard surface before allowing traffic on the overlay. Cure times will vary depending on product and ambient temperature; refer to manufacturer's recommendation. Before opening to traffic, a properly calibrated Schmidt hammer must register a value not less than 25. The deck repair patch shall be protected from moisture while it cures.

### **C.3.3 Curing**

Protect the PPC from moisture, traffic, and equipment for at least 2 hours after final finishing. The engineer may extend protection time. The final finish shall have a rebound test reading of at least 4,000 psi per ASTM C805 loading with vehicular traffic. Cure time depends upon the ambient and substrate temperatures as well as initiator/accelerator levels.

### **C.3.4 Acceptance Testing**

Acceptance of the substrate surface preparation and concrete patch will be determined by the engineer based on Schmidt Hammer impact compression testing, (4 hours after final finishing, or sooner), assisted by the contractor.

## **D Measurement**

The department will measure Polyester Polymer Concrete Deck Repair in volume by the cubic yard acceptably completed.

## **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                            | UNIT |
|--------------|--|------|
| SPV.0035.400 | Polyester Polymer Concrete Deck Repair | CY   |

Payment for Polyester Polymer Concrete Deck Repair is full compensation for providing, placing, finishing, curing, and protecting the repair patch; for cleanup; for sweeping/vacuuming and disposing of excess and waste materials; for performing the acceptance testing; and for the presence of the manufacturer's representative on the site.

## **68. Rapid Set Deck Repair, Item SPV.0035.401.**

### **A Description**

This special provision describes furnishing, placing and curing a rapid setting non-shrink patch material on the sawed deck preparation areas of the concrete bridge deck. Perform the work conforming to standard spec 509.

### **B Materials**

#### **B.1 Patching Materials**

Furnish a rapid setting non-shrink material designed for repairing concrete decks from the department's Approved Products List for "Rapid Setting Concrete Patch Material". The material shall be capable of obtaining a minimum compressive strength of 3000 psi within 3 hours. The patch material must be compatible with the existing concrete deck, reinforcing steel, and the polymer or asphalt overlay product (if applicable); and have a proven record of at least five successful applications in climates similar to Wisconsin. The use of chloride accelerators or other corrosion inducing products is prohibited.

A minimum of ten working days prior to construction, submit the manufacturer's product data sheets, material sources, mix designs, and supporting performance documentation to the engineer for approval.

#### **B.2 Materials Quality Control Testing**

For projects that allow 3 hours or more of cure time prior to opening to traffic, submit certified test results from an independent lab showing that the patch material can obtain 3000 psi within 3 hours of placement under the same curing conditions as the project.

For projects that require bridge decks to be open to traffic with less than 3 hours of cure time, perform quality control testing. For material extended with aggregates, perform cylinder breaks per ASTM C39. Make a minimum of two compressive strength test cylinders per shift per batch plant and cure under the same conditions as the deck patches. For material not using coarse aggregates, perform cube breaks per ASTM C109. Make a minimum of two compressive strength test cubes per shift per batch plant and cure under the same conditions as the deck patches. Provide test results to the engineer showing 3000 psi strength is obtained prior to opening the bridge deck to traffic.

For projects requiring ASTM C39 or ASTM C109 testing, furnish a department-certified mobile laboratory to perform the testing.

### **C Construction**

Clean and prepare the area to be patched per the manufacturer's recommendations and as follows. After sawed deck preparation work is complete, blast clean the area and any exposed reinforcing steel. Thoroughly clean the surface upon which the new patch material is to be placed by brooming and using air pressure to remove all loose particles and dust. Apply a bonding agent, as necessary and as recommend by the patch material manufacturer, to surfaces to be covered by patch material.

Place patch material to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Where a polymer or asphalt overlay will not be placed over the patch, finish the surface by tining or applying exposed angular aggregate as approved by the engineer. Where a polymer or asphalt overlay will be placed over the patch, shotblast the patch in the same fashion as the remainder of the bridge deck.

### **D Measurement**

The department will measure Rapid Set Deck Repair in volume by the cubic 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 |
|--------------|-----------------------|------|
| SPV.0035.401 | Rapid Set Deck Repair | CY   |

Payment for Rapid Set Deck Repair is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials; and for materials quality control testing.

## 69. Handrail and Guardrail Extension, Item SPV.0060.001.

### A Description

This special provision includes all labor and materials for the fabrication, galvanizing, painting, furnishing and installation of the handrail and guardrail extension in accordance with the International Building Code (IBC).

The handrail and guardrail extension to be installed on the west end of the Dakota Street Pedestrian Bridge beyond the current handrail and guardrail connected to the steel staircase, extending to the existing concrete stairs as shown in the plans on both sides of the stair.

### B Materials

All materials used in the work shall conform to the pertinent requirements of the standard specifications and as hereinafter specified:

- Structural Steel: standard spec 506.2.2
- Welding Materials: standard spec 506.2.3.11
- Painting: standard spec 517.2 and 517.3

Prior to fabrication, steel shall be blast cleaned per SSPC-SP 6 and galvanized according to ASTM A 123. All bolts, nuts and washers shall be supplied as factory galvanized according to ASTM A 153. Repair zinc coating damaged during fabrication as specified in 635.3.4. Grind the welded joints to a smooth finish.

Steel preparation includes the chamfering of sharp edges. All sharp edges shall be flattened by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning.

Guard railings shall be a minimum of 42 inches high measured vertically above the leading edge of the tread or adjacent walking surface. The guard railings shall have balusters or ornamental patterns such that a 4-inch diameter sphere cannot pass through any opening up to a height of 36 inches. From a height of 36 inches to 42 inches above the adjacent walking surfaces, a sphere 4 3/8 inches in diameter shall not pass.

Handrails shall be provided, measured above stair tread nosings or finish surface not less than 34 inches and not more than 38 inches, and shall be uniform. Circular handrails shall have an outside diameter of at least 1.25 inches and not greater than 2 inches or shall provide equivalent graspability. Non-circular handrails shall have a perimeter dimension of at least 4 inches and not greater than 6.25 inches with a maximum cross-section dimension of 2.25 inches. Edges shall have a minimum radius of 0.125 inches. The clear space between the handrail and guard railing shall be a minimum of 1.5 inches. Handrail gripping surfaces shall be continuous, without interruption by newel posts or other obstructions.

Structural Performance of Handrails and Guard Railings: Handrails and guard rails shall withstand the following structural loads without exceeding the allowable design working stress of materials, including handrails, railings, anchors and connections.

- Top Rail of Guard rail: Capable of withstanding a concentrated load of 200 lb applied in any direction and a uniform load of 50 lb/ft. applied in any direction in accordance with section 4.5.1 of ASCE 7. Concentrated and uniform loads need not be assumed to act concurrently.



- Intermediate rails (all those except the handrail), balusters, and panel fillers shall be designed to resist a concentrated load of 50 lb in accordance with section 4.5.1 of ASCE 7.

The finished color for the coating system for the handrail and guardrail extension shall match Federal Color No. 27038 (Black).

### **C Construction**

Provide shop drawings in accordance to the requirements of standard spec 506.3.2. Shop drawings shall contain material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the handrail and guardrail in conformance with the requirements of the contract. Do not begin fabrication prior to shop drawing review and acceptance.

During construction and at the time of delivery the engineer shall inspect the components. The engineer shall accept the product after the delivery is unloaded on the site. After the product is unloaded, the installation contractor will signify in writing that the handrail and guard rail was received in acceptable condition per the engineer's inspection. Any damage to the handrail and guard rail after the acceptable delivery will be the responsibility of the installation contractor.

All welding shall conform to the applicable requirements of standard spec 506. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

Take special care during construction to minimize the number and size of touch-up spots. Follow the manufacturer's recommendations for damaged area repairs. The engineer must approve the field paint appearance prior to final acceptance.

Provide the engineer with the name, address, and phone number of a representative of the handrail and guard rail fabricator for future coordination.

During handling, protect finish coating from damage. If damaged during handling the handrail and guard rail may be rejected by the engineer or engineer may direct fabricator that the finish shall be repaired in accordance to the manufacturer's recommendations.

### **D Measurement**

The department will measure Handrail and Guardrail extension as each individual unit acceptably completed.

### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                      | UNIT |
|--------------|----------------------------------|------|
| SPV.0060.001 | Handrail and Guardrail Extension | EACH |

Payment is full compensation for fabricating, painting, galvanizing, construction and design, delivering, installing and all incidental hardware; and for preparing shop drawings.

## **70. Adjusting Water Valve Boxes – Milwaukee Water Works, Item SPV.0060.002.**

### **A Description**

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all City of Milwaukee water service boxes and water valve boxes located within the project limits.

### **B Materials**

All material for the adjustment of these facilities shall meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Kevin Zagrodnik, Milwaukee Water Works, at (414)708-7033 (or Syreeta Woodley, Milwaukee Water Works at (414)286-3710). Milwaukee Water Works Distribution General Contact Number is (414) 286-3710.

If there is contractor damage, the materials must still be provided by the City of Milwaukee, however, in this case, the Contractor will be charged for all materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to DPW Field Headquarters – Infrastructure, Operations, Water Works at 3850 N. 35th St.

## C Construction

The Contractor, or authorized project representative, shall contact Milwaukee Water Works prior to the start of construction. The City will locate, mark, inspect and repair all water service boxes and water valve boxes within the limits of the project prior to commencement of work on the project.

All water service boxes and water valve boxes within the project limits shall be adjusted to proposed elevations by the Contractor using materials meeting city specifications.

Throughout the duration of the project, the Contractor must ensure that all water service boxes and water valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the City will inspect all water facilities to ensure the water boxes are clean, properly aligned, and accessible. The Contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the City, the cost will be charged to the Contractor.

## D Measurement

The department will measure Adjusting Water Boxes as each individual unit acceptably completed.

## E Payment

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

| ITEM NUMBER  | DESCRIPTION   | UNIT |
|--------------|---|------|
| SPV.0060.002 | Adjusting Water Valve Boxes – Milwaukee Water Works | Each |

Payment is full compensation for all excavation, backfilling, disposal of surplus materials, water box adjustments, water box clean-out, and restoration of the work site.

## 71. Adjusting Water Valve Boxes – City of West Allis, Item SPV.0060.003.

### A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all City of West Allis water service boxes and water valve boxes located within the project limits.

### B Materials

The contractor shall supply risers or sliding/screw type adapters, and new lids, as needed. All material for the adjustment of these facilities shall meet City of West Allis specifications and be approved by the West Allis Water Department. If there is contractor damage, the City no longer supplies contractors with water facility materials. If replacement is necessary, valve boxes shall be a 6860 screw type, manufactured by Tyler or approved equal.

### C Construction

The Contractor, or authorized project representative, shall contact the City of West Allis Water Department (414) 302-8830 prior to the start of construction. The main contact for the City Water Division is Karyn Rittenhouse at (414) 302-8828 office or (414) 975-6480 mobile. The contractor shall continually maintain water identification markings during the progress of the work.

All water service boxes and water valve boxes within the project limits shall be adjusted to proposed elevations by the Contractor using materials meeting city specifications.

Adjust water valve boxes up and down as required by contractor operations. All valve boxes shall be set to finished grade after binder and prior to installation of the surface course. Set the finished valve box in a plumb, vertical position flush with the pavement. Use methods that conform to the current version of the City of West Allis Standard Specifications for Sewer and Water Construction and Water Addendum.

Throughout the duration of the project, the Contractor must ensure that all water service boxes and water valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces.

Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility. Protect the top section of the box from damage or breaking. The City no longer supplies contractors with water facility

materials. The Contractor shall supply materials for repairing any damaged facilities. If the top section is damaged, the contractor shall use an approved slider or screw type adapter that extends enough to cover any broken area along the water valve box and supply a new lid as needed. Or, if the top section is replaced, the valve box shall be a 6860 screw type, manufactured by Tyler or approved equal.

Upon completion of the paving, the Contractor shall verify all water service boxes and water valve boxes have been adjusted.

Upon completion of the paving, the City of West Allis Water Department may inspect all water facilities to ensure the water boxes are clean, properly aligned, accessible, and functional. If the City determines the valve is inoperable due to displacement of faulty adjusting or lack of protection, the contractor will be required to perform all work necessary to correct the condition and make the valve operational at his own expense and with five (5) days of notification by the city.

#### **D Measurement**

The department will measure Adjusting West Allis Water Valve Boxes as each individual unit acceptably completed, regardless of the number and amount of adjustments made to the valve box.

#### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                                      | UNIT |
|--------------|--|------|
| SPV.0060.003 | Adjusting Water Valve Boxes – City of West Allis | Each |

Payment is full compensation for furnishing and installing all required materials, excavation, backfilling, disposal of surplus materials, water box adjustments, water box clean-out, and restoration of the work site; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

## **72. Reconnect Storm Sewer Laterals, Item SPV.0060.004.**

#### **A Description**

This special provision describes reconnecting existing storm sewer laterals to new structures or new pipe.

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

#### **C Construction**

Identify all laterals in existing structures or pipes before removal of that structure or pipe. Remove existing lateral pipes to the next engineer accepted joint and replace in-kind with equivalent modern materials such as PVC or concrete. Verify that positive drainage is achieved when connecting lateral. Salvage any structurally sound pipe that was removed if prior approval is granted by the engineer. Connect the existing pipes to the new pipes with the appropriate coupling, concrete collar or by means approved by the engineer. Use concrete masonry for concrete collar conforming to standard spec 501.

#### **D Measurement**

The department will measure Reconnect Storm Sewer Laterals by each lateral connected and approved in the field.

#### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                    | UNIT |
|--------------|--------------------------------|------|
| SPV.0060.004 | Reconnect Storm Sewer Laterals | EACH |

Payment is full compensation for performing all work; removing, providing all materials, coring, couplings, concrete collars, and pipe. Any additional pipe or materials required to reconnect the storm sewer laterals shall be considered incidental to this bid item.

sef-501-005 (20170323)

### 73. Field Facilities Office Space, Item SPV.0060.005.

#### A Description

This special provision describes furnishing, equipping, and maintaining a field office as required in the contract at engineer-approved locations conforming to standard spec 642 and as follows.

#### B Materials

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except delete paragraphs (1), (8), and (10).

*Replace standard spec 642.2.1(2) with the following:*

Equip these facilities with suitable artificial lighting and adequate heating and air conditioning equipment and fuel necessary to maintain a temperature range from 68 F to 80 F during the hours occupied.

*Replace standard spec 642.2.1(4) with the following:*

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing building converted to office space with a minimum of 1200 square feet. The facility shall have no fee parking with a minimum parking for 15 cars. The space shall include a meeting room with a minimum of 350 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 2 miles of the construction project.

*Replace standard spec 642.2.2.1(1) with the following:*

Provide a field office with an interior locked storage room with a minimum square footage of 50 square feet. Locate the office where a quality internet connection can be achieved. Ensure quality cell phone reception is achievable inside the field office.

Equip the office as specified in standard spec 642.2.2.1 except delete paragraph (2) and (5) and add the following:

1. 8 suitable office desks with drawers and locks.
2. 8 ergonomically correct office chairs in working condition with at a minimum: 5-legged base with casters, seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge, and high backrest with no arms or adjustable arms.
3. 4 six foot folding tables.
4. 1 ten foot folding table.
5. 5 two-drawer file cabinets.
6. 3 four-shelf bookcases.
7. 20 folding chairs.

Provide for the professional cleaning of the field office during regular business hours twice monthly. Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

#### C Construction

Conform to standard spec 642.3 except delete paragraph (2).

#### D Measurement

The department will measure the Field Facilities Office Space as each office acceptably completed.

#### E Payment

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

| ITEM NUMBER  | DESCRIPTION                   | UNIT |
|--------------|-------------------------------|------|
| SPV.0060.005 | Field Facilities Office Space | EACH |

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and for providing bottled water, utilities, fuel, ventilation, and toilet facilities as required, either independently or jointly with the field laboratory, for the time specified in 642.3.

The department will pay for the cost of telecommunications usage fees incurred by department staff.

SER-642-002 (20240112)

**74. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV. 0060.006.**

**A Description**

This special provision describes closing and re-opening a freeway entrance ramp and associated auxiliary lane.

**B (Vacant)**

**C Construction**

Install or reposition traffic control devices required for closing a freeway entrance ramp and adjacent auxiliary lanes. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

**D Measurement**

The department will measure Traffic Control Close-Open Freeway Entrance Ramp by each individual ramp closure acceptably completed.

**E Payment**

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

| ITEM NUMBER   | DESCRIPTION                                      | UNIT |
|---------------|--|------|
| SPV. 0060.006 | Traffic Control Close-Open Freeway Entrance Ramp | EACH |

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials. Traffic Control devices will be paid separately.

sef-643-001 (20180627)

**75. Traffic Control Close-Open Freeway to Freeway System Ramp, Item SPV. 0060.007.**

**A Description**

This special provision describes closing and re-opening a freeway to freeway system ramp.

**B (Vacant)**

**C Construction**

Install or reposition traffic control devices required for closing a freeway system ramp and adjacent auxiliary lanes. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

**D Measurement**

The department will measure Traffic Control Close- Open Freeway to Freeway System Ramp by each individual closure acceptably completed.

**E Payment**

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

| ITEM NUMBER   | DESCRIPTION  | UNIT |
|---------------|--|------|
| SPV. 0060.007 | Traffic Control Close- Open Freeway to Freeway System Ramp | EACH |

Payment is full compensation for closing, and re-opening a freeway to freeway system ramp. Traffic Control devices will be paid separately.

sef-643-002 (20180627)

**76. Traffic Control Full Freeway Closure, Item SPV. 0060.008.**

**A Description**

This special provision describes closing and re-opening a freeway or expressway.

**B (Vacant)**

**C Construction**

Install or reposition traffic control devices required for a full freeway closure. Remove or return traffic control devices to their previous configuration when the full closure is no longer required.

**D Measurement**

The department will measure Traffic Control Full Freeway Closure by each individual freeway closure that is set up and later removed in each traffic direction acceptably completed.

**E Payment**

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

| ITEM NUMBER   | DESCRIPTION                          | UNIT |
|---------------|--------------------------------------|------|
| SPV. 0060.008 | Traffic Control Full Freeway Closure | EACH |

Payment is full compensation for closing, and re-opening the freeway. Traffic Control devices will be paid separately.

sef-643-003 (20180627)

**77. Survey Project 1090-03-75, Item SPV.0060.010; Survey Project 1100-05-73, Item SPV.0060.011.**

**A Description**

This special provision describes modifying standard specs 105.6 and 650 to define the requirements for construction staking for this contract. Conform to sections 105.6 and 650 and as follows.

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

*Replace standard spec 650.1 with the following:*

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- subgrade
- base
- curb
- curb and gutter
- curb ramps
- drainage structures
- structure layout
- bridges
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- overhead signs
- freeway and local street lighting
- electrical installations
- supplemental control
- slope stakes
- traffic signals
- ITS
- FTMS

- parking lots
- utilities
- conduit
- traffic control items

## **B (Vacant)**

## **C Construction**

*Add the following to standard spec 650.3.1 (5):*

Confirm with engineer before using global positioning methods to establish the following:

1. Structure layout horizontal or vertical locations.
2. Concrete pavement vertical locations.
3. Curb, gutter, and curb & gutter vertical locations.
4. Concrete barrier vertical locations.

*Replace standard spec 650.3.1.1(2) with the following:*

- (6) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

*Replace standard spec 650.3.3.1 with the following:*

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if the GPS machine guidance is producing unacceptable results.

*Replace standard spec 650.3.3.3.4.1 with the following:*

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

*Add the following to standard spec 650.3.3.3.6.2 as paragraph four:*

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

## **D Measurement**

*Replace standard spec 650.4 with the following:*

- (1) The department will measure Survey Project 1100-05-73 as a separate single unit for each project, acceptably completed.

## **E Payment**

*Replace standard spec 650.5 with the following:*

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

| ITEM NUMBER  | DESCRIPTION               | UNIT |
|--------------|---------------------------|------|
| SPV.0060.010 | Survey Project 1090-03-75 | EACH |
| SPV.0060.011 | Survey Project 1100-05-73 | EACH |

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract and for adjusting stakes to ensure compatibility with existing field conditions. The department will not make final payment for this item until the contractor submits all survey notes and computations

used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

sef-650-005 (20181219)

## **78. Mobilizations Emergency Pavement Repair, Item SPV.0060.012.**

### **A Description**

This special provision describes furnishing and mobilizing personnel, equipment, traffic control, and materials to the project site to repair the existing pavement for emergencies as the engineer directs. An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement.

### **B (Vacant)**

### **C Construction**

Mobilize with sufficient personnel, equipment, traffic control, materials, and incidentals on the jobsite within 4 hours of the engineer's written order to repair the existing pavement on an emergency basis.

### **D Measurement**

The department will measure Mobilizations Emergency Pavement Repair as each individual mobilization acceptably completed. The department will not include delivering and installing pavement repair or maintenance materials provided for in specific contract bid items. All traffic control items used for each Mobilization will be considered incidental to the Mobilization.

### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                             | UNIT |
|--------------|---|------|
| SPV.0060.012 | Mobilizations Emergency Pavement Repair | EACH |

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, traffic control materials, and moving materials. The department will pay separately for delivery and installation of pavement repair materials under the other bid items in this contract. The department will not pay separately for traffic control items and materials even though they may be included in other bid items in this contract and will consider them incidental to each Mobilization.

sef-999-025 (20170310)

## **79. Salvaging Type 1 Advance Flasher Assemblies, Item SPV.0060.200**

### **A Description**

This special provision describes removing and salvaging advance flasher assemblies from the locations the plans show and storing the assemblies until they can be re-installed. Rewire and disconnect wiring in the control cabinet as necessary and properly dispose of materials conforming to standard spec 204.3.1.3.

### **B Materials**

Store all materials resulting from removing the Advance Flasher Assemblies including but not limited to poles, break-a-way bases, signal assemblies, bulbs, and wire.

### **C Construction**

Do not remove existing advance flasher assemblies until proper disconnects and wiring changes in the controller cabinet have been made.

Once the wiring has been properly disconnected, safely remove the pedestal base, traffic signal standard, sign, and signal assemblies.

Store the flasher assembly in a safe location until ready for reinstallation.



#### **D Measurement**

The department will measure Salvaging Type 1 Advance Flasher Assemblies by the unit, acceptably removed.

#### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                                 | UNIT |
|--------------|---|------|
| SPV.0060.200 | Removing Type 1 Advance Flasher Assemblies, | EACH |

Payment is full compensation for removing advanced flasher assemblies; for rewiring, as necessary; for disconnecting wiring as necessary in the controller cabinet; and for properly disposing of all materials.

Removal of concrete bases and signs associated with this item will be measured and paid for separately.

### **80. Install Salvaged Type 1 Advance Flasher Assembly, Item SPV.0060.201.**

#### **A Description**

Reinstall advance flasher assemblies at the locations shown on the plan and as directed by the engineer. Rewire, and reconnect all wiring in the control cabinet as necessary according to Section 676 of the standard specifications.

#### **B Materials**

Materials are salvaged through other pay items in the contract.

#### **C Construction**

Coordinate this work with other work on the respective on-ramp so that the advance flasher assembly is functional at all times while the respective ramp meter is functioning as described in other special provisions in this contract.

Reinstall materials as an assembled unit or as individual components to make a fully functional advance flasher assembly in the location shown on the plans or as directed by the engineer.

Reconnect the wiring from the control cabinet to the advance flasher assembly.

#### **D Measurement**

The department will measure Install Salvaged Type 1 Advance Flasher Assembly by the unit, acceptably installed and made operational.

#### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                                      | UNIT |
|--------------|--|------|
| SPV.0060.201 | Install Salvaged Type 1 Advance Flasher Assembly | Each |

Payment is full compensation for rewiring, as necessary; for reinstalling the assemblies; for reconnecting to new or existing wiring; and for properly disposing of unused materials.

Construction of new concrete bases, and new conduit and cabling will be paid for separately.

### **81. Store Cable, Item SPV.0060.202.**

#### **A Description**

Work under this item shall consist of storing and protecting cable in a department furnished cabinet so that the cable may be reinstalled.

#### **B Materials**

Materials include a department furnished field cabinet and existing cable that has been removed.

#### **C Construction**

Contact Dean Beekman ((414)-750-1811) to arrange to pick up and drop off of the department furnished field cabinet.

Pick up the department furnished field cabinet at

Place the department furnished field cabinet over an existing cable hand hole (pull box, manhole, or vault).

Coil the existing removed cable and place it inside the cabinet to protect the cable until it is ready to be reinstalled.

Return the department furnished field cabinet to

#### **D Measurement**

Store Cable shall be measured as a unit completed in place, accepted, and the cable stored and protected in the department furnished field cabinet, including all incidentals required.

#### **E Payment**

Store Cable measured as provided above, will be paid for at the contract unit price each under the following bid item:

| ITEM NUMBER  | DESCRIPTION | UNIT |
|--------------|-------------|------|
| SPV.0060.202 | Store Cable | Each |

Payment is full compensation for picking up the department furnished field cabinet, coiling and placing the cable inside the field cabinet, returning the field cabinet, including all labor, tools, transportation, equipment, and incidentals necessary to complete the work.

- 82. Install Poles Type 9, Item SPV.0060.300;  
Install Poles Type 10, Item SPV.0060.301;  
Install Poles Type 9 Special, Item SPV.0060.302;  
Install Monotube Arms 25-FT, Item SPV.0060.303;  
Install Monotube Arms 30-FT, Item SPV.0060.304;  
Install Monotube Arms 35-FT Type 9/10 Special Pole, Item SPV.0060.305;  
Install Monotube Arms 40-FT Type 9/10 Special Pole, Item SPV.0060.306,  
Install Luminaire Arms Steel 15-FT, Item SPV.0060.307.**

#### **A Description**

This special provision describes installing state furnished materials conforming to standard spec 657, details shown in the plans, and as modified in this special provision.

#### **B Materials**

The department will furnish the monotube poles and monotube arms. Provide any other necessary material required to complete the installation as the plans show.

#### **C Construction**

Install equipment in accordance to standard spec 657.3.

#### **D Measurement**

The department will measure Install Poles Type 9 Overheight, Install Poles Type 10, Install Poles Type 9 Special, Install Poles Type 9 Special Overheight, Install Poles Type 10 Special, Install Poles Type 10 Special Overheight, Install Poles Type 12 Overheight, Install Poles Type 13 Overheight, Install Monotube Arms 15-FT, Install Monotube Arms 25-FT, Install Monotube Arms 30-FT, Install Monotube Arms 35-FT Type 9/10 Special Pole, Install Monotube Arms 40-FT Type 9/10 Special Pole, Install Monotube Arms 45-FT Type 9/10 Special Pole, Install Monotube Arms 45-FT Type 12/13 Pole, Install Monotube Arms 55-FT, and Install Luminaire Arms Steel 15-FT by the individual unit acceptably completed.

## E Payment

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

| ITEM NUMBER  | DESCRIPTION  | UNIT |
|--------------|--|------|
| SPV.0060.300 | Install Poles Type 9                               | EACH |
| SPV.0060.301 | Install Poles Type 10                              | EACH |
| SPV.0060.302 | Install Poles Type 9 Special                       | EACH |
| SPV.0060.303 | Install Monotube Arms 25-FT                        | EACH |
| SPV.0060.304 | Install Monotube Arms 30-FT                        | EACH |
| SPV.0060.305 | Install Monotube Arms 35-FT Type 9/10 Special Pole | EACH |
| SPV.0060.306 | Install Monotube Arms 40-FT Type 9/10 Special Pole | EACH |
| SPV.0060.307 | Install Luminaire Arms Steel 15-FT                 | EACH |

ayment for the Install Poles bid items is full compensation for installing department furnished poles and for providing grounding lugs, fittings, shims, hardware, and other required components the department does not furnish.

Payment for the Install Monotube Arms bid items is full compensation for installing department furnished arms; for providing high-strength bolt/nut/washer assemblies and DTIs including those required for testing; and for providing related mounting hardware, leveling shims, and other required components the department does not furnish.

Payment for the Install Luminaire Arms Steel bid items is full compensation for installing department furnished luminaire arms and for providing grounding lugs, fittings, shims, hardware, and other required components the department does not furnish.

## 83. Transport & Install State-Furnished Traf Sig Cabinet IH 41 Ramps & Oklahoma Ave, Item SPV.0060.308.

### A Description

This special provision describes the transporting and installing of department furnished materials for traffic signals.

### B Materials

Use materials furnished by the department including: the traffic signal controller and the traffic signal cabinet.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five (5) working days prior to picking the materials up.

Provide all other needed materials in conformance with sections 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2 and 659.2 of the standard specifications.

### C Construction

Perform work in accordance with sections 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3 of the standard specifications except as specified below.

Request a signal inspection of the completed signal installation to the project engineer at least five (5) working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

### D Measurement

The department will measure Transport & Install State-Furnished Traffic Signal Cabinet (Location) by the individual intersection acceptably completed.

## E Payment

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

| ITEM NUMBER  | DESCRIPTION   | UNIT |
|--------------|---|------|
| SPV.0060.308 | Transport & Install State-Furnished Traf Sig Cabinet IH 41 Ramps & Oklahoma Ave | EACH |

Payment is full compensation for transporting and installing the traffic signal controller and the traffic signal cabinet; for furnishing and installing all other items necessary (such as wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit and for clean-up and waste disposal.

**84. Transport Traf Sig & Intersection Light Matl IH 41 Ramps & Oklahoma Ave, Item SPV.0060.309;  
Transport Traf Sig & Intersection Light Matl IH 41 NB Off Ramp & W. National Ave, Item SPV.0060.310.**

### A Description

This special provision describes the transporting of department furnished materials for traffic signals and intersection lighting.

### B Materials

Transport materials furnished by the department including: monotube arms and poles.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five (5) working days prior to picking the materials up.

Provide all other needed materials in conformance with sections 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2 and 659.2 of the standard specifications.

### C Construction

Perform work in accordance with sections 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3 of the standard specifications except as specified below.

### D Measurement

The department will measure Transport Traffic Signal & Inter Lgt Matl (Location) by the individual intersection acceptably completed.

## E Payment

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

| ITEM NUMBER  | DESCRIPTION  | UNIT |
|--------------|--|------|
| SPV.0060.309 | Transport Traf Sig & Intersection Light Matl IH 41 Ramps & Oklahoma Ave          | EACH |
| SPV.0060.310 | Transport Traf Sig & Intersection Light Matl IH 41 NB Off Ramp & W. National Ave | EACH |

Payment is full compensation for transporting the monotube poles and arms. Installation of these materials is included under a separate pay item.

**85. Temporary Infrared EVP System IH 41 NB Off Ramp & W. National Ave, Item SPV.0060.311.**

### A Description

This special provision describes maintaining an emergency vehicle preemption system during construction at the temporary signalized intersection as shown in the plans.

### B Materials

Furnish an emergency vehicle preemption system compatible with the municipality's systems and users. Contact the appropriate municipality for information to confirm the operational requirements of the temporary emergency vehicle preemption system.

## C Construction

The Temporary EVP System, as shown in the temporary traffic signal plans or as directed by the engineer, shall be complete in place, tested, and in full operation during each stage and sub-stage of construction.

Install the EVP system as shown in the plans for each construction stage and according to the manufacturer's recommendations. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Relocate the temporary EVP detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

All cables associated with the temporary EVP system shall be routed to the cabinet. Each lead shall be appropriately marked as to which EVP channel it is associated.

Periodic adjustment and/or moving of the temporary EVP detectors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary EVP system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

Remove the temporary EVP system upon project completion.

Provide the engineer records of all EVP settings used during construction.

## D Measurement

The department will measure Temporary Emergency Vehicle Preemption System [Location] by the individual intersection acceptably completed.

## E Payment

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

| ITEM NUMBER  | DESCRIPTION   | UNIT |
|--------------|---|------|
| SPV.0060.311 | Temporary Infrared EVP System IH 41 NB Off Ramp & W. National Ave | EACH |

Payment is full compensation for furnishing and installing a temporary emergency vehicle preemption system, complete and fully operational at an intersection.

- 86. Transport & Install SF EVP Detector Heads IH 41 Ramps & Oklahoma Ave, Item SPV.0060.312;  
Transport & Install SF EVP Detector Heads IH 41 NB Off Ramp & W. National Ave, Item SPV.0060.313.**

## A Description

This special provision describes the transporting and installing of state furnished Emergency Vehicle Preemption (EVP) detector heads, confirmation lights, and mounting brackets.

## B Materials

Use materials furnished by the department including: EVP detector heads, confirmation lights, and mounting brackets.

Pick up the state furnished materials at the department's Electrical Shop located at 935 South 60<sup>th</sup> Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the state furnished materials at least five (5) working days prior to picking the materials up.

## C Construction

Install the EVP detector heads, confirmation lights, and mounting brackets as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. Mount the EVP detector heads and wire them per manufacturer instructions. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the EVP equipment.

## D Measurement

The department will measure Transport & Install State Furnished EVP Detector Heads (Location) by the individual intersection acceptably completed.

## E Payment

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

| ITEM NUMBER  | DESCRIPTION   | UNIT |
|--------------|---|------|
| SPV.0060.312 | Transport & Install SF EVP Detector Heads IH 41 Ramps & Oklahoma Ave    | EACH |
| SPV.0060.313 | Transport & Install SF EVP Detector Heads IH 41 Ramps & W. National Ave | EACH |

Payment is full compensation for transporting and installing of department furnished EVP detector heads, confirmation lights, and mounting brackets.

## 87. Remove, Salvage, & Reinstall FO Interconnect IH 41 Ramps & Oklahoma Ave, Item SPV.0060.314.

### A Description

This special provision describes removing, salvaging, and reinstalling existing fiber optic traffic signal equipment according to the pertinent provisions of standard spec 204, 655, and 658 and as hereinafter provided.

### B (Vacant)

### C Construction

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or nonworking fiber optic traffic signal equipment to the engineer. Replace any equipment not identified as damaged or not working, prior to removal at no cost to the department.

Notify the department at least five working days prior to the removal of the traffic signal equipment. Complete the removal work as soon as possible following de-energizing of the traffic signal.

Intercept and remove the fiber optic communications signal equipment, including, but not limited to: fiber cabling and fiber optic communications cabinet equipment. Use a bypass splice for the traffic signal cabinet drop fiber so that it bypasses the intersection without impacting the rest of the fiber network. Safety store cabling in the nearest communication vault or other approved storage area undisturbed by construction. Deliver the fiber optic communications cabinet equipment to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, WI. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements. The cabinet equipment shall be stored by the department for the duration of the project.

Upon direction from the engineer, pick up the materials being stored at the West Allis Electrical Service Facility and re-deliver to the site. Reinstall the salvaged equipment on the proposed traffic signal.

Perform all work according to standard spec 658. The fiber optic communications equipment shall be installed and function in the same manner as the existing traffic signal.

## D Measurement

The department will measure Remove, Salvage, and Reinstall Fiber Optic Traffic Signal Equipment (Location) as each intersection acceptably completed.

## E Payment

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

| ITEM NUMBER  | DESCRIPTION   | UNIT |
|--------------|---|------|
| SPV.0060.314 | Remove, Salvage, & Reinstall FO Interconnect IH 41 Ramps & Oklahoma Ave | EACH |

Payment is full compensation for removing, salvaging, transporting, and reinstalling the fiber optic traffic signal equipment.

**88. Install State-Furnished Video Detection System S. 124<sup>th</sup> St & W. Layton Ave, Item SPV.0060.315.**

**A Description**

This special provision describes installing and maintaining a state-furnished vehicle detection systems in conjunction with temporary traffic signals as shown in the plans. The desired vehicle detection zones and their operational parameters are shown in the plans.

**B Materials**

Use materials furnished by the department including: video detection cameras, mounting brackets, cabling, and cabinet equipment.

Pick up the state furnished materials at the department's Electrical Shop located at 935 South 60<sup>th</sup> Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the state furnished materials at least five (5) working days prior to picking the materials up.

**C Construction**

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, request by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

Install non-intrusive detection units according to the manufacturer's recommendations. Install power cable and signal cabinet equipment. Aim the detection units to provide detection at the locations shown on the plans and make the detection system fully operational.

In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), advise the engineer before setting the zone.

The non-intrusive detection shall be mounted at a location per the manufacturer's recommendations. Relocate the detection system to a suitable location if there is impedance on the operation, construction related or otherwise.

The non-intrusive detection system shall be complete, in place, tested, and in full operation during each stage and sub-stage of construction.

Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary vehicular detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

**D Measurement**

The department will measure Install State-Furnished Video Detection System S. 124<sup>th</sup> Street & W. Layton Ave by the individual intersection acceptably completed.

**E Payment**

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

| ITEM NUMBER  | DESCRIPTION  | UNIT |
|--------------|--|------|
| SPV.0060.315 | Install State-Furnished Video Detection System S. 124 <sup>th</sup> St & W. Layton Ave | EACH |

Payment is full compensation for transporting the state-furnished materials, installing and adjusting or moving the equipment, including all required materials, tools and supplies; and for removal, clean-up, and waste disposal.

## **89. Embedded Galvanic Anodes, Item SPV.0060.400.**

### **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**

**C.2.1** Install embedded galvanic anodes conforming to the manufacturer's recommendations.

**C.2.2** 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.

**C.2.3** Provide 3/4-inch clearance between anodes and substrate.

**C.2.4** Secure 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:

| <b>ITEM NUMBER</b> | <b>DESCRIPTION</b>       | <b>UNIT</b> |
|--------------------|--------------------------|-------------|
| SPV.0060.400       | Embedded Galvanic Anodes | EA          |

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.



**90. Cleaning and Painting Bearings, Item SPV.0060.401.**

**A Description**

This special provision describes cleaning and painting the existing steel bearings on structures conforming to standard spec 517 and as directed by the engineer.

**B Materials**

Furnish a complete coating system from the department's Painting Epoxy System Structure approved product list. Use the same coating system for all repairs due to handling, shipping, and erecting; and for all other uncoated areas.

The color of epoxy shall be AMS Standard Color No. 25240 (blue) and the urethane coating material shall match the color number shown on the plans conforming to AMS Standard 595A.

Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

**C Construction**

**C.1 Surface Preparation**

Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed. After clean up and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations. The blasting sand does not have to be collected.

Furnish containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All clean up activities should minimize dust. Store waste materials in hazardous waste containers provided by the department. The department is responsible for the transport and disposal of the contained materials by the statewide hazardous waste contractor.

**C.2 Coating Application**

Apply paint in a neat, workmanlike manner, and conforming to the manufacturer's instructions and recommendations. Paint application shall be brushed on.

**D Measurement**

The department will measure Cleaning and Painting Bearings as each individual bearing acceptably completed.

**E Payment**

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

| ITEM NUMBER  | DESCRIPTION                    | UNIT |
|--------------|--------------------------------|------|
| SPV.0060.401 | Cleaning and Painting Bearings | Each |

Payment for Cleaning and Painting Bearings is full compensation for preparing and cleaning the designated bearings; furnishing and applying the paint; cleaning up; and containing and collecting all waste materials.

**91. Deck Drain Cleaning, Item SPV.0060.402.**

**A Description**

This special provision describes cleaning existing deck inlets to restore proper drainage.

**B (Vacant)**

**C Construction**

Clean out all soil, debris, vegetation, or other accumulated matter from existing deck inlets in order to return them to proper working condition. Remove all materials deposited or lodged due to the contractor's operations. Do not allow materials within inlets to fall onto the roadway below. Collect and properly dispose of all removed materials. If inlet grates are removed during work, reinstall them to their original position.

## **D Measurement**

The department will measure Deck Drain Cleaning as each individual inlet, acceptably completed.

## **E Payment**

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

| ITEM NUMBER  | DESCRIPTION         | UNIT |
|--------------|---------------------|------|
| SPV.0060.402 | Deck Drain Cleaning | EACH |

Payment is full compensation for cleaning deck inlets to restore them to functioning condition.

## **92. Fence Repair, Item SPV.0060.403.**

### **A Description**

This special provision describes providing repairs to the existing bridge side mounted fencing. Repairs include replacement of fence posts, replacing missing or broken mesh ties, replacement of u-bolt assemblies, and adhesive anchors as shown on the plans, as described in this special provision, and in accordance with standard specs 502 and 616.

### **B Materials**

Furnish concrete adhesive anchors in accordance with standard spec 502.2.12 and 502.3.14.

Furnish galvanized steel fence ties, hardware, and posts in accordance with standard spec 616.23 or as specified on the plans.

### **C Construction**

Identify locations where fence mesh wires are missing or no longer connecting the mesh to the posts and rails. Provide and install new mesh ties to fully secure the existing mesh to the posts and rails. The field engineer shall verify locations requiring new ties as well as verify installation of the new ties.

Replace bent or damaged fence posts. Provide and install new fence posts and associated hardware, including adhesive anchors, in-kind with the existing system and according to the plans. The field engineer shall verify locations requiring new posts and hardware. Provide proposed post replacement details to the field engineer for approval and review before installation.

Replace all u-bolt assemblies with stainless steel u-bolt assemblies.

### **D Measurement**

The department will measure Fence Repair as a single unit for all repairs at each structure.

### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION  | UNIT |
|--------------|--------------|------|
| SPV.0060.403 | Fence Repair | EACH |

Payment is full compensation for the fence repairs; including wire tie replacement, fence post replacement including new adhesive anchors, and u-bolt replacement.

## **93. Cleaning and Painting Pin and Hanger Assemblies, Item SPV.0060.404.**

### **A Description**

This special provision describes power tool cleaning and painting of the existing pin and hanger assemblies as shown on the plans, and as described herein.

#### **A.1 Areas to be Cleaned and Painted**

Average exposed steel surface area at each pin and hanger assembly cleaned to an SP 11 finish and painted with three coats = 145 SF.

### **B Materials**

Furnish a complete epoxy coating system from the department's approved product list. Use the same

coating system for all repairs due to handling, shipping and erecting, and for all other uncoated areas. The color of epoxy shall be white and the urethane coating material shall be AMS Standard Color No. 25240 (blue).

Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

Supply new non-metallic washers and cotter pins for the pin and hanger assemblies, according to the plans. Only the exterior washers will be replaced.

## **C Construction**

### **C.1. Surface Preparation**

Prior to power tool cleaning, solvent clean all surfaces to be coated in accordance to SSPC-SP1.

Clean areas of loose paint and rust by power tool cleaning to bare metal according to Steel Structures Painting Council Specification 11 (SSPC-SP11). Prime the same day, or re-clean before application, all metal surfaces receiving a No. 11 cleaning.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement (HEPA-VAC) vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, vacuum the exposed top surfaces of all structural steel, including flanges, longitudinal stiffeners, splices, plates, and hangers, after the double blowing operations are completed. The air line used for blowing the steel clean shall have an inline water trap and the air shall be free of oil and water as it leaves the air line.

Take care to protect freshly coated surfaces from subsequent cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool. Clean and re- prime the brushed surfaces within the time recommended by the manufacturer.

### **C.2 Painting**

Paint by applying three coats of an approved coating system as specified herein to the surfaces as described in A.1, and on the plans, from the department's approved products list.

### **C.3 Coating Application**

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating in accordance to the manufacturer's recommendations.

Prior to applying the prime coat, coat with primer all edges, rivet and bolt heads, nuts and washers by using either a brush, roller, or spray application.

Dry Film Thickness per coat shall be a minimum of 3-mil. The dry film thickness shall be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement in accordance to SSPC-PA 2.

During surface preparation and coating application, the ambient and steel temperature shall be between 39 and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature, and the relative humidity shall not exceed 85%.

### **C.4 Washer Replacement**

Replace the existing non-metallic washers and cotter pins on the pin and hanger assemblies, in the locations shown in the plans. Only the exterior washers will be replaced, and the hanger plates do not need to be removed.

Replace the washers and cotter pins one girder at a time, and re-tighten the nuts of the pin and hanger assembly prior to starting the next one.

## **D Measurement**

The department will measure Cleaning and Painting Pin and Hanger Assemblies, as each unit of work and acceptably completed.

## **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                                     | UNIT |
|--------------|---|------|
| SPV.0060.404 | Cleaning and Painting Pin and Hanger Assemblies | EACH |

Payment is full compensation for preparing and cleaning the designated surfaces, furnishing and applying paint, and replacing the cotter pins and non-metallic washers.

**94. Bearing Maintenance Special B-40-188, Item SPV.0060.405.**

**A Description**

This special provision describes removing the bearings' Teflon plates at the west abutment noted in the plans, performing steel repairs with touch up painting, and reinstalling the replacement Teflon plates.

**B Materials**

Furnish material conforming to standard spec 506 and the plans.

**C Construction**

**C.1 General**

Clean the west abutment seat before commencing bearing maintenance work. Work performed to clean the beam seat will be paid for under another item.

Raise the structure's girders to allow for existing Teflon plate "B" removal from the expansion bearing assembly. Height of jacking shall be limited so as not to damage the superstructure's modular expansion joint components. Remove the existing keeper bar and grind weld remnants flush with the rocker plate "C" to facilitate the Teflon plate "B" removal. Remove and discard the existing Teflon plate "B".

Clean the existing stainless steel sliding surface of sole plate "A" with a damp rag or other cleaning tool that will not scratch the stainless steel surface. The cleaned stainless steel surface shall be free of dirt, dust and debris. Install the new replacement Teflon plate "B". After Teflon plate "B" installation, weld a new replacement keeper bar onto rocker plate "C".

At girder 1A, remove the damaged side keeper bar and grind the weld remnants flush with rocker plate "C". Weld new side guide/retainer component plates onto masonry plate "D" as the plans show.

**C.2 Coating Application**

Touch up steel surfaces at the newly welded bars, plates, and other existing damaged paint surfaces on the bearings with a zinc rich paint. Apply the touch up paint in a neat, workmanlike manner.

**D Measurement**

The department will measure Bearing Maintenance Special B-40-188 by each bearing location acceptably completed.

**E Payment**

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

| ITEM NUMBER  | DESCRIPTION                          | UNIT |
|--------------|--------------------------------------|------|
| SPV.0060.405 | Bearing Maintenance Special B-40-188 | Each |

Payment is full compensation for bridge raising; removing and reinstalling bearing assembly components, cleaning, and painting; furnishing new bearing components; and disposing of old material.

**95. Cleaning and Sealing Concrete Girder Ends, Item SPV.0060.406.**

**A Description**

This special provision describes the removing of any loose, delaminated, or deteriorated concrete from the end 3 feet of concrete girders, cleaning any exposed bar steel reinforcement or steel prestressing strand, applying an organic zinc rich primer and top coat to areas of cleaned exposed steel, and applying a non-pigmented epoxy where shown in the plans, and as directed by the engineer.

**B Materials**

**B.1 Non-Pigmented Epoxy**

Furnish a non-pigmented epoxy conforming to AASHTO M-235 Type III, Grade 2, Class B or C.

## **B.2 Coating System**

Furnish primary organic zinc rich layer and intermediate layer paint from the department's approved product list for structure overcoating cleaning and priming

## **C Construction**

### **C.1 Surface Preparation**

Use construction methods according to standard spec 203 and 517, and as hereinafter provided:

1. Take necessary precautions while removing deteriorated concrete to preclude damage to the remaining sound concrete and preserve all existing reinforcing steel and prestressing strands. Clean, realign and retie existing reinforcing steel, as the engineer considers necessary.
2. Clean all exposed bar steel reinforcement and steel prestressing strands to remove all rust and corrosion prior to painting. Provide Near-White Blast Cleaning (SSPC-SP10 or SSPC-SP11) level of cleanliness approved by the engineer.

### **C.2 Coating Application**

Apply organic zinc rich primer and intermediate paint coat in a neat, workmanlike manner, and according to the Manufacturer's instruction and recommendations at locations shown on the plans and as directed by the engineer. Paint application shall be by brush. The color of the primer shall be such that a definite contrast between it and the color of the blasted steel is readily apparent. The color of the paint's top coat shall be concrete gray.

### **C.3 Epoxy Application**

Coat exposed strand ends, girder ends, and all non-bonding surfaces within the surface preparation and coating application extents shown on the plans and as directed by the engineer with a non-pigmented epoxy. The epoxy shall be applied after zinc rich primer and intermediate paint coat are fully dry.

## **D Measurement**

The department will measure Cleaning Concrete Girder Ends as each unit of work, acceptably completed.

## **E Payment**

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

| ITEM         | NUMBER DESCRIPTION                        | UNIT |
|--------------|---|------|
| SPV.0060.406 | Cleaning and Sealing Concrete Girder Ends | EACH |

Payment is full compensation for removing loose, delaminated, or deteriorated concrete; preparing and cleaning exposed steel; furnishing and applying paint to exposed steel surfaces; furnishing and applying epoxy, cleaning up; and containing, collecting, and disposal of all waste materials.

## **96. Strapping B-40-303, Item SPV.0060.407.**

### **A Description**

This special provision describes securing a wing wall to a culvert or abutment body with a structural channel.

### **B Materials**

Use galvanized structural channel conforming to the size and material shown on the plans, and conforming to standard spec 506.

### **C Construction**

Attach the structural channel with the number, size and spacing of anchors shown on the plans.

### **D Measurement**

The department will measure Strapping B-40-303 as each wing for the repair work acceptably completed.

## Payment

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

| ITEM NUMBER  | DESCRIPTION        | UNIT |
|--------------|--------------------|------|
| SPV.0060.407 | Strapping B-40-303 | EACH |

Payment for Strapping B-40-303 is full compensation for furnishing and installing the channel.

## 97. Pavement Cleanup Project 1100-05-73, Item SPV.0075.001

### A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

### B Materials

#### B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

### C Construction

#### C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

#### C.2 Pavement Cleanup

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP). Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- IH 41/IH 43/IH 894
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

### D Measurement

The department will measure Pavement Cleanup (Project 1100-05-73) by the hour acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name

- Equipment make/model
- Routes swept
- Total hours.

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

### **E Payment**

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

| ITEM NUMBER   | DESCRIPTION                         | UNIT |
|---------------|-------------------------------------|------|
| SPV. 0075.001 | Pavement Cleanup Project 1100-05-73 | HR   |

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

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## **98. Concrete Curb & Gutter 31-Inch, Modified, Item SPV.0090.001.**

### **A Description**

This special provision describes constructing Concrete Curb & Gutter 31-Inch, Modified. Perform this work according to the pertinent requirements of standard spec 601 and conform to the construction detail shown in the plans.

### **B Materials**

Furnish materials according to the pertinent requirements of standard spec 601.

### **C Construction**

Construction shall be according to standard spec 601 and as shown in the Construction Details.

### **D Measurement**

The department will measure Concrete Curb & Gutter 31-Inch, Modified by the linear foot acceptably completed, measured along the flow line of the gutter.

### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                              | UNIT |
|--------------|--|------|
| SPV.0090.001 | Concrete Curb & Gutter 31-Inch, Modified | LF   |

Payment is full compensation for preparing the foundation; all special construction required at driveway entrances or curb ramps; for providing all materials, including concrete, expansion joints, and tie bars in unhardened concrete; for placing, finishing, protecting, and curing concrete; for sawing joints; and for disposing of surplus excavation material, and restoring the work site.

## **99. Special Concrete Joint Repair, Item SPV.0090.002.**

### **A Description**

This special provision describes the removal of any loose or spalled concrete and asphaltic patching material within the longitudinal and transverse concrete joint, cleaning the longitudinal and transverse concrete joints and cracks, and filling with special high early strength concrete as shown on the plans, and as hereinafter provided.

### **B Materials**

Furnish concrete conforming to the requirements specified for air-entrained special high early strength concrete in standard spec 416. Provide QMP for class II ancillary concrete as specified in standard spec 716.

### **C Construction**

Use a concrete cutting wheel that is capable of removing any loose or spalled concrete and asphaltic patching, at least 6" and up to 8" in width, in one or two passes of the machine.

Remove all loose or unstable material in a manner that precludes damage to the remaining pavement. Water-blasting will not be allowed. Sweep existing surfaces to remove dust, dirt, or other objectionable material from all affected areas.

Any damage to the in-place concrete pavement by the contractor's operations shall be repaired prior to final acceptance as directed by the engineer and at no expense to the department.

Prevent the discharge of any loosened material into adjacent properties, work areas, inlets, or live traffic lanes using shrouds, barriers, or other engineer-approved methods.

Minimize dust dispersion during all operations associated with this bid item. Application of water or other dust control material requires the approval of the engineer.

Store removed material on the roadway only in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment. The roadway shall be cleared of all materials and equipment at the end of each workday prior to opening to traffic.

The removed material shall become the property of the contractor and be disposed of according to standard spec 203.3.4.

Clean the joint with compressed air immediately prior to patching. Ensure the joint bottom and sides are clean and dry. Deposit concrete to require as little rehandling as possible, place and consolidate by hand, and strike off and finish flush with adjoining surfaces. Epoxy coated reinforcement bar no. 4 shall be fully embedded in the concrete as shown in the plan details.

Cure exposed patches as specified for concrete pavement in standard spec 415.3.12 except the contractor may use PAM or linseed oil based curing compound conforming to standard spec 415.2.4 or may use wax based curing compound conforming to standard spec 501.2.9. Do not apply excess curing compound that could cause slippery pavement under traffic.

#### **D Measurement**

The department will measure Concrete Joint Repair by the linear foot, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                   | UNIT |
|--------------|-------------------------------|------|
| SPV.0090.002 | Special Concrete Joint Repair | LF   |

Payment is full compensation for removing and disposing of all loose or spalled concrete and asphaltic patching material; for cleaning joints and cracks; and for furnishing special high-early strength concrete used in patching.

### **100. City Furnished Electrical Cable Type 1#8/7#16 XLP 5KV, Item SPV.0090.101.**

#### **A Description**

This This special provision describes providing City Furnished Electrical Cable Type 1#8/7#16 XLP 5KV for highway/roadway intersection lighting as shown on the plans, in accordance to section 655 of the standard specs, and as hereinafter provided.

#### **B Materials**

Conform to Sections 655.2.6 of the standard specifications. Please contact Don Molleson (Phone: 414-302-8873) one-week in advance of installation to coordinate pickup from the City of West Allis.

#### **C Construction**

Conform to Sections 655.3.7 of the standard specifications.

#### **D Measurement**

The department will measure City Furnished Electrical Cable Type 1#8/7#16 XLP 5kV by the linear foot, acceptably completed.



## E Payment

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0090.01 | City Furnished Electrical Cable Type 1#8/7#16 XLP 5kV | EACH |

Payment is full compensation for pickup and installation as well as providing connectors, including wire nuts, fuses, fuse holders, splices, tape, insulating varnish or sealant, and for testing the circuits

## 101. Strip Seal Expansion Joint Gland Replacement, Item SPV.0090.400.

### A Description

This special provision describes removing deteriorated strip seal glands at expansion joints and furnishing and installing new strip seal glands as shown on the plans, and as hereinafter provided.

### B Materials

The minimum thickness of the polychloroprene (neoprene) strip seal shall be ¼-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements of ASTM D3542, and have the following physical properties as shown in Table 1:

TABLE 1

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

Submit a manufacturer's certified report of test or analysis for production of polychloroprene represented showing test results for the cured material supplied and certifying that it meets the specifications.

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

The manufacturer and model number shall match the existing strip seals to be replaced as follows:

| Manufacturer                 | Model Number (Size)                | Joint Location       |
|------------------------------|------------------------------------|----------------------|
| Unknown                      | Unknown                            | B-40-305, Span 3     |
| Commercial Fabricators, Inc. | 20M Expansion Joint Device, Type 4 | B-40-324, West Abut. |

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

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

### C Construction

Remove accumulated foreign material from the joint surface prior to removing existing strip seal glands.

After a joint's surface has been cleaned and allowed to dry out, remove the existing strip seal gland. Cut the existing gland down the center and remove/cut-out as much of the existing neoprene between the

joint as possible to aid in removing the portions of the neoprene embedded in the steel retainer channels. Remove the remaining portions of neoprene embedded in the steel channels, using steel picks and tire spoons as required. Dispose of all removed waste material according to applicable solid waste disposal regulations.

After the steel channels are empty and free of the existing neoprene, clean the steel channel's interior section that comes in contact with the neoprene extrusions using wire brushes or by sand blasting in order to remove all debris and old adhesive. Use a compressed air wand to remove any abrasive material that has accumulated in the steel channels after blasting. If cleaning is done by blasting, spent abrasive material shall be collected and prevented from falling into the water or onto the land below, and be disposed of according to applicable solid waste disposal regulations. Cleaning of the steel channels shall be done just prior to new gland installation. The joint must be dry during new gland installation, therefore, do not clean the joint if precipitation is imminent.

Install the new elastomeric strip seal glands with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070. Adhesive shall arrive to job-site in factory sealed containers and shall have been produced less than one year prior to the installation date.

#### **D Measurement**

The department will measure Strip Seal Expansion Joint Gland Replacement by the linear foot, acceptably completed, measured from the outermost extents of the strip seal gland's steel retainer channels.

#### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                                  | UNIT |
|--------------|--|------|
| SPV.0090.400 | Strip Seal Expansion Joint Gland Replacement | LF   |

Payment is full compensation for removing and disposing of existing strip seal glands; cleaning steel retainer channels; and furnishing and installing the new strip seal glands including adhesive.

### **102. Modular Expansion Joint Gland Replacement, Item SPV.0090.401.**

#### **A Description**

This special provision describes removing deteriorated modular expansion joint glands and furnishing and installing new modular expansion joint glands as shown on the plans, and as hereinafter provided.

#### **B Materials**

The minimum thickness of the polychloroprene (neoprene) strip seal shall be 1/4-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the modular expansion joint glands in lengths suitable for a continuous one-piece installation at each individual expansion joint location.

Provide preformed polychloroprene strip seal glands that conform to the requirements of ASTM D3542, and have the following physical properties as shown in Table 1:

**TABLE 1**

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

Submit a manufacturer's certified report of test or analysis for production of polychloroprene represented

showing test results for the cured material supplied and certifying that it meets the specifications.

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

The manufacturer and model number shall match the existing strip seals to be replaced as follows:

| Manufacturer | Model Number (Size) | Joint Location       |
|--------------|---------------------|----------------------|
| Unknown      | Unknown             | B-40-188, West Abut. |

Field measure the existing bridge deck joint and the existing bridge before ordering materials. For the modular joint, furnish a continuous neoprene gland in each cell to replace each of the existing glands. Determine the correct seal manufacture from field inspection. Fabricate the gland to conform to the contour of the bridge deck, all upturns, and the field-measured dimension of the joints. Use lubricant and adhesive to install and seal the joint as recommended by the manufacturer.

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

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

### **C Construction**

The modular expansion joint gland manufacturer's representative shall be present during all work on the modular joint.

Remove accumulated foreign material from the joint surface prior to removing existing modular expansion joint glands. Remove the parapet steel cover plates and set aside for later reinstallation.

After a joint's surface has been cleaned and allowed to dry out, remove the existing modular expansion joint glands. Cut the existing glands down the center and remove/cut-out as much of the existing neoprene between the joint as possible to aid in removing the portions of the neoprene embedded in the steel retainer channels. Remove the remaining portions of neoprene embedded in the steel channels, using steel picks and tire spoons as required. Use hydraulic spreader jacks or other tools as needed to open/increase the cell width. Dispose of all removed waste material according to applicable solid waste disposal regulations.

After the steel channels are empty and free of the existing neoprene, clean the steel channel's interior section that comes in contact with the neoprene extrusions using wire brushes or by sand blasting in order to remove all debris and old adhesive. Use a compressed air wand to remove any abrasive material that has accumulated in the steel channels after blasting. If cleaning is done by blasting, spent abrasive material shall be collected and prevented from falling into the water or onto the land below, and be disposed of according to applicable solid waste disposal regulations. Cleaning of the steel channels shall be done just prior to new gland installation. The joint must be dry during new gland installation, therefore, do not clean the joint if precipitation is imminent.

Install the new elastomeric strip seal glands with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070. Adhesive shall arrive to job-site in factory sealed containers and shall have been produced less than one year prior to the installation date.

Reinstall the parapet steel cover plates after all glands have been installed. Replace any broken fastening hardware in-kind.

### **D Measurement**

The department will measure Modular Expansion Joint Gland Replacement by the linear foot, acceptably completed, measured from the outermost extents of the modular expansion joint gland's steel retainer channels.

### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                               | UNIT |
|--------------|---|------|
| SPV.0090.401 | Modular Expansion Joint Gland Replacement | LF   |

Payment is full compensation for removing and disposing of existing modular expansion joint glands; cleaning steel retainer channels; furnishing and installing the new modular expansion joint glands including adhesive; and furnishing replacement parapet steel cover plate fastening hardware.

### **103. Removing Loose Concrete Overhead, Item SPV.0165.400.**

#### **A Description**

This special provision describes removing overhead concrete that is visually delaminated or deteriorated on structures as shown on the plans or as directed by the engineer, and applying a migrating corrosion inhibitor to existing and new areas of exposed steel reinforcing and spalled concrete. This work shall be according to the pertinent parts of standard spec 517 and the details as shown in the plans.

#### **B Materials**

Furnish a migrating corrosion inhibitor for vertical, horizontal and overhead applications that is according to the pertinent requirements of standard spec 517, and with the following typical physical properties:

- Color appearance: clear yellow viscous liquid,
- pH: 9.0 - 9.7 (neat),
- Density: 8.6 – 8.8 lb./gal. (1.03 – 1.05 kg/liter),
- Viscosity (or flow) similar to syrup and higher than water.
- Odor: slight ammonia smell.
- Non-volatile content: 20 – 27%.

Migrating corrosion inhibitor provided in this section shall conform to the requirements for each type and class of concrete required, with the following typical physical properties and requirements:

- Organic liquid.
- Water-based.
- Non-flammable.
- Non-vapor barrier.
- Non-toxic, oral LD 50 2000 g/kg maximum, or lower.
- Protects both anodic and cathodic areas.
- Does not contain calcium nitrate.
- Non-polluting after flushing or dilution.
- Non-harmful to plant life after flushing or dilution.
- Approved for potable water applications by NSF Standard 61.
- Certified for potable water applications by Underwriters laboratories.
- Not carcinogenic under occupational Safety and Health Agency, NTP, or IARC.
- Seven-year minimum usage experience as a migrating corrosion inhibitor.
- Confirmed effective by ASTM G – 109.
- Proven effective as reported by the Strategic Highway Research Program funded by the United States of America, Department of Transportation (DOT), federal government and state DOT's.

#### **C Construction**

##### **C.1 Preparation**

Remove all visually delaminated and deteriorated overhead concrete from the underside and bottom corners of the slab. Sawcutting of edges is not needed. Concrete and adjacent surfaces should be dry, clean, and free of all dirt, oil, grease, efflorescence, sealers, coatings, curing compounds, and membranes. Clean existing spalled surfaces and spalled surfaces created by overhead concrete removals on the slab underside by stream cleaning, water blasting, sandblasting, or shot blasting. Use an

air compressor with water and oil trap to ensure the cleaning method does not apply materials intended for removal. Use brush, broom, sweeper, or air compressor on surfaces as final cleaning before application. Use brush, broom, sweeper, or air compressor to chase cracks as final cleaning before application. Do not apply if the ambient temperature near the applied concrete surface is expected to be below freezing water temperature within 12 hours of application.

### **C.1 Preparation**

Use the corrosion inhibitor for overhead surface applications. Apply the solution by spray (conventional airless or hand pressure spray equipment), roller, squeegee, or paintbrush. Apply a rate of 150 square feet per gallon (3.7 square meters per liter). Minimal dry time is required and is usually minutes after treatment. Use of concrete substrate, such as for traffic, may resume when treatment is dry to touch.

### **D Measurement**

The department will measure Removing Loose Concrete Overhead by the square foot, acceptably completed.

### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                      | UNIT |
|--------------|----------------------------------|------|
| SPV.0165.400 | Removing Loose Concrete Overhead | SF   |

Payment is full compensation for concrete removal and disposal, cleaning preparation, furnishing, and for applying the product.

## **104. Concrete Girder Repair, Item SPV.0165.401.**

### **A Description**

This special provision describes repairing prestressed concrete girders by removing deteriorated concrete from surfaces of concrete girder at locations designated in the plans and as determined by the engineer and replacing it with a polymer modified Portland cement mortar.

### **B Materials**

Provide a polymer modified Portland cement mortar meeting the following requirements:

1. Has a corrosion inhibitor additive.
2. A workable mix capable of bonding and holding its own plastic weight on vertical and overhead surfaces when mixed and placed according to manufacturer instructions.
3. A minimum compressive strength of 1,500 psi at 24 hours, 3,500 psi at 3 days, and 5,000 psi at 28 days, according to ASTM C 109.
4. Has a minimum nod strength of 2,000 psi at 28 days.
5. Has a water-soluble chloride ion content of less than 0.40 lb/cu yd. The test shall be performed according to ASTM C 1218, and the mortar shall have an age of 28 to 42 days at the time of the test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the department.

### **C Construction**

Perform the work according to the requirements of standard spec 509.3.7 and as specified herein. Remove all deteriorated concrete to sound material. The repair depth shall be a minimum of 3/8 inches. Take necessary precautions while removing deteriorated concrete to preserve all existing reinforcing steel and prestressing strands. At locations where reinforcing steel is exposed due to deteriorated and/or spalled concrete, remove concrete to a minimum depth of 1/2 inch behind the steel. Do not remove concrete behind prestressing strands except if it is heavily deteriorated.

Make a 3/8-inch-deep saw cut at the limits of the repair area before removal of the deteriorated concrete.

Protect bearings during removal operations. Damage to bearings as a result of the contractor's operations shall be brought to the attention of the engineer and should be repaired or replaced at the contractor's expense.

Use chipping hammers for removing concrete that are a light-duty pneumatic or electric tool with a 15-pound class or less. Use blast cleaning equipment for concrete surface preparation of the abrasive type with equipment having oil traps.

Abrasive blast clean concrete and exposed steel reinforcement and prestressing strands against which repair mortar will be placed.

Power wash using water pressure between 1,200 psi and 2,000 psi to remove all chlorides, dust and loose materials, and any bond-inhibiting materials from the prepared surface.

After power washing, coat the blast cleaned surfaces of steel reinforcement and prestressing strands with zinc rich paint.

Just prior to mortar placement, saturate the repair surface with water to a saturated surface-dry condition.

Mix and place the polymer modified Portland cement mortar according to the manufacturer's instructions. Place and finish mortar to the contours of the member, as originally constructed. Do not place the mortar when the air temperature is below 45°F and falling or below 40°F. Do not place mortar when the surface temperature of the repair area is less than 40°F. Do not place mortar when the air temperature is greater than 90°F. Check that mortar has a minimum temperature of 50°F and a maximum temperature of 90°F.

Apply cotton mats for curing the exposed layer of mortar within 10 minutes after finishing and begin wet curing immediately. Maintain curing for a minimum of 3 days. If temperatures below 45°F are forecast during the curing period, provide protection methods during the curing period.

Provide ladders or other appropriate equipment for the engineer to inspect repaired areas. After curing, but no sooner than 28 days after placement of the mortar, examine the repair in the presence of the engineer for conformance with the original dimensions, cracks, and delaminations. Perform sounding for delaminations with a hammer or by other methods determined by the engineer. Remove and replace repaired areas of mortar as determined by the engineer for delaminations or surface cracks greater than 0.01 inches in width.

#### **D Measurement**

The department will measure Concrete Girder Repair by the square foot of exposed girder face, 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.0165.401 | Concrete Girder Repair | SF   |

Payment is full compensation for completing all work, including saw cutting and removing concrete; abrasive blasting and preparing surfaces; furnishing, applying, and curing the repair mortar; and cleanup.

### **105. Fiber Wrap Reinforcing Non-Structural, Item SPV.0165.402.**

#### **A Description**

This special provision describes providing non-structural protection using externally bonded, high-strength, fiber reinforced polymer (FRP) composite/epoxy resin systems field-applied per the details shown on the plans.

#### **B Materials**

Furnish a glass or carbon composite fabric that is a continuous unidirectional filament woven fabric with a primary fiber of electrical (E) glass or carbon, respectively.

Use a two-component, solvent-free with 0% Volatile Organic Compound (VOC) epoxy that is supplied by the manufacturer. Polyester resin shall not be allowed as a substitute for epoxy resin. Deliver epoxy materials in factory sealed containers with the manufacturer's labels intact and legible with verification of the date of manufacture and shelf life.

The protective top coating shall be concrete gray in color and match the color of the adjacent unwrapped concrete. Protective top coating shall be vapor permeable and UV resistant.

The use of more than one FRP system in an application is not permitted. All components, including primer, putty, filler, protective coating, and other materials, shall be compatible with the FRP system.

Store products in a protected area at a temperature between 40°F and 100°F with no moisture contact, no UV exposure, protected from dirt, chemicals, and physical damage, and according to the manufacturer's requirements. Do not use components exceeding their shelf lives.

Provide the following to the engineer:

- The manufacturer's data sheet indicating physical, mechanical and chemical characteristics of all materials used in the FRP system including the primer, putty, resin, saturant, fibers, and top coating.
- The manufacturer's Material Safety Data Sheets (MSDS) for all materials used.
- The manufacturer's instructions for installation and repair, including information on lap details if required.
- The manufacturer's storage and handling requirements of all materials.

Supplied composite fabric and epoxy resin products must have a minimum of ten installations. Furnish proof of successful installations including date of construction and owner references. Furnish certified test reports including 1000 hour tests for 140°F, water, and salt water.

## **C Construction**

### **C.1 Certified Applicators**

Installers shall have a minimum of three years of experience performing similar FRP composite strengthening, and be trained and certified by the manufacturer of the supplied FRP composite/epoxy resin system being used. Submit a list of completed surface bonded FRP composite strengthening projects completed with the manufacturer's FRP composite system in the past three years. The list shall include a minimum of 10 projects with the proposed FRP system, the dates when work was performed, general description of work, quantity of work and owner references. Provide written verification from the FRP composite manufacturer that the applicator has received the required training and is a certified installer by the FRP manufacturer.

### **C.2 Surface Preparation**

Remove spalled and loose concrete.

Grind uneven surfaces or protrusions until smooth. Any corners or edges shall be rounded over to a minimum radius of 1/2-inch. This requirement also applies to beveled edges which must be ground smooth to eliminate sharp spots.

Per standard spec 509, treat any areas of active corrosion of the reinforcement and patch the concrete surface so as to restore it to its original dimensions. When patching the concrete substrate, remove defective concrete down to sound concrete; the extents of the area to be removed and patched shall be 1/2-inch beyond the boundary of the distress on all sides. If there is a loss of bond between the reinforcing steel and the concrete, remove the surrounding concrete to a depth equal to the greater of 3/4-inch or the maximum aggregate size plus 1/4-inch. If surface repair is performed, allow patches to cure a minimum of 10 days before FRP application or until the surface moisture is less than 4%. This work to be paid for under separate bid items per the plans.

Epoxy inject cracks in the concrete larger than 0.25 mm in width at least 24 hours prior to FRP installation. Seal cracks smaller than 0.25 mm in width in aggressive environments at the direction of the engineer. This work to be paid for under a separate bid item per the plans.

Preserve and utilize the required existing reinforcing steel, and blast clean, realign, and retie as the engineer directs. If additional reinforcement is required, use grade 60 steel conforming to AASHTO M31 and standard spec 505.2. Repair damage to existing, epoxy-coated reinforcement conforming to 509.3.1.

The concrete surface shall be clean, and free of any material that could interfere with bonding, such as dirt, grease, wax, etc. The surface must also be free of moisture with a maximum moisture content of 4%. Immediately prior to bonding, all contact surfaces shall receive a final cleaning by hand or oil-free compressed air to remove any residual dust, powder residue or laitance.

### **C.3 Installation**

A minimum of two layers are required.

Place FRP only under the following conditions or per manufacturer's recommendation:

- Ambient temperature and the temperature of the epoxy resin components shall be between 55°F and 90°F during the entire application process.
- Relative humidity less than 85%.
- Surface temperature more than 5°F above the dew point.
- Moisture level of all contact surfaces, included patched areas, less than 4% unless the resin has been specifically formulated for wet applications.

Unless directed otherwise by the engineer, install the FRP after all dead loads have been applied to the bridge. Do not install FRP while the component being repaired is subjected to live loads.

Apply, per manufacturer's instructions, a system-compatible putty as required to fill uneven surfaces or recesses. Depending on the manufacturer, this putty may be applied before or after the primer.

Apply the primer coat uniformly to the substrate using a roller or trowel. Primed and puttied surface shall be protected from all contaminants (i.e., dust, moisture, etc) prior to the application of the fiber wrap.

Mix the components of the epoxy resin with a mechanical mixer and apply the epoxy resin uniformly to the fiber at a rate that ensures complete saturation of the fabric. Apply saturating resin uniformly to the prepared substrate. Begin resin application within one hour after the batch has been mixed. Use all resin within the pot life as specified by the manufacturer.

Apply the fabric per manufacturer's recommendation. Handle fiber wraps in a manner to maintain fiber straightness and prevent fiber damage. Any kinks, folds, or severe waviness will not be accepted. Use rollers or hand pressure to remove any air trapped between the fabric and the concrete, or between fabric plies. Rolling must be parallel to the direction of the fibers to avoid fiber misalignment or damage. Do not use metal serrated rollers because they can damage the FRP fabric.

Stagger the joints between layers so that a continuous sheet in one layer will span the joints of the sheets in the layer below. If multiple layers cannot all be placed in one day, defer to the manufacturer to determine the extent of the cure and surface preparation required for the previously placed layers required before proceeding. If required, laps shall be per manufacturer's instructions, with a minimum edge lap of 6 inches and a minimum end lap of 12 inches. Laps should be staggered between layers.

Cover the final layer of fabric with a coat of epoxy that produces a uniform finished surface per manufacturer's instructions.

Cure per manufacturer's instructions. The FRP system shall be protected from weather, large temperature variations, moisture, sand, dust, and other foreign particles during curing. Do not allow the system to be subjected to live loads until it is completely cured. Defer to manufacturer's instructions regarding the degree of cure which must be achieved before additional dead loads can be applied to the wrapped member.

An additional protective coating is required to protect the fibers from the elements, specifically UV radiation, and to give the final aesthetic effect. Install protective coating per manufacturer's instructions after the field inspection described in section C.4.2 has been conducted. To prepare the FRP surface to receive the coating, clean and roughen the exterior surfaces of the composite wrap using a light abrasive after the final epoxy coat is completely polymerized. The abrasive shall be of the appropriate hardness to roughen the surface without damaging the fibers. Remove all dust, dirt, and other bond inhibiting materials and dry all cleaned and roughened surfaces.

## **C.4 Testing and Acceptance**

### **C.4.1 Records and Sampling**

The contractor shall record the following information for each installation:

- Date, time, and specific location of installation.
- Surface preparation methods.
- Widths and lengths of cracks not injected with epoxy.
- Material information including product used, fiber and resin lot/batch numbers, mixture ratios, mixing times, etc.
- Ambient temperature, relative humidity, and general weather observations at the beginning and end of each installation.
- Concrete surface temperature, concrete moisture content, and surface cleanliness.



- Number of FRP layers used and fiber orientation of each layer.
- Square footage of fabric and volume of epoxy used each day.

#### **C.4.2 Field Testing**

In the presence of the engineer, the contractor will conduct a visual and acoustic sounding inspection to test for defects such as voids, delaminations, external cracks, chips, cuts, loose fibers, external abrasions, blemishes, foreign inclusions, depressible raised areas, or fabric wrinkles. Conduct this inspection after the FRP is cured but before the protective coating is applied.

In the presences of the engineer, the contractor will conduct a visual inspection of the protective coating for damage including but not limited to cracking, crazing, blisters, peeling, or external abrasions. Conduct this inspection after placement and cure of the protective coating.

If any defects are found, they must be repaired as detailed in C.4.3, or removed and replaced.

#### **C.4.3 Required Remediation**

Inject or back fill any small voids or bubbles (1-1/2" diameter or less) with epoxy. If five or more such voids are found in an area smaller than 10 square feet, submit a proposed remediation procedure subject to the acceptance of the engineer.

Voids or delaminated areas greater than 3" in diameter or an equivalent rectangular area shall be reported to the engineer. Proposed remediation procedure(s) for addressing these areas are subject to the acceptance of the engineer.

#### **D Measurement**

The department will measure Fiber Wrap Reinforcing Non-Structural by the square foot acceptably completed.

#### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                           | UNIT |
|--------------|---------------------------------------|------|
| SPV.0165.402 | Fiber Wrap Reinforcing Non-Structural | SF   |

Payment for Fiber Wrap Reinforcing Non-Structural is full compensation for preparing required submittals, cleaning the surfaces of elements to be confined, furnishing, transporting, handling, and installing the fabric, finish coat of epoxy, the final protective coating system, field testing, and required remediation. No extra measurement or payment will be made for overlap areas.

Repairing damage to existing reinforcement is incidental to this item.

### **106. Resin Binder High Friction Surface Treatment Modified, Item SPV.0180.001.**

#### **A Description**

This special provision describes providing a high friction surface treatment (HFST) composed of aggregate in a resin binder on HMA or concrete pavements as the plans show and as follows.

#### **B Materials**

##### **B.1 Resin Binder**

Supply a two-part thermosetting resin binder which is compatible with the pavement type, bonds to the pavement surface, holds the aggregate firmly in place in a broad range of climates including below-freezing temperatures, and meets the requirements specified in Table 1. Supply a primer if recommended by the resin binder manufacturer.

**Table 1. Resin Binder Properties**

| Property                  | Requirements                                    | Test Method*                                    |
|---------------------------|---|---|
| Viscosity                 | 7 – 30 poises                                   | ASTM D2556<br>1-pint specimen                   |
| Gel Time                  | 10-minute minimum                               | AASHTO M 235M/M 235<br>Type III                 |
| Ultimate Tensile Strength | 2,000 – 5,000 psi @ 7 days                      | AASHTO M 235M/M 235<br>Type III                 |
| Elongation at Break       | 30% - 70% @ 7 days                              | AASHTO M 235M/M 235<br>Type III                 |
| Compressive Strength      | ≥ 1000 psi @ 3 hrs &<br>≥ 5000 psi @ 7 days     | ASTM C579                                       |
| Water Absorption          | ≤ 1.0 % @ 24-hr                                 | AASHTO M 235M/M 235<br>Type III                 |
| Shore D Hardness          | 60 – 80 @ 7 days                                | ASTM D2240**<br>Type 1 precision, Type D method |
| Cure Rate                 | ≤ 3 hours<br>(Dry Through Time)                 | ASTM D1640<br>50-55 wet mil thickness**         |
| Adhesive Strength         | 250 psi @ 24 hours or 100%<br>substrate failure | ASTM D4541**                                    |

\* Prepare samples per manufacturer's recommendation; cure two sets of specimens at 73 ± 2° F and at 50 ± 2° F; and test all specimens at 73 ± 2° F.

\*\* Conduct testing on applicable pavement type.

## B.2 Aggregate

Furnish calcined bauxite aggregate that is fractured or angular in shape; resistant to polishing and crushing; clean and free of surface moisture; free from silt, clay, asphalt, or other organic materials; compatible with the resin binder; and meet the properties and gradation requirements in Tables 2 and 3. Check with resin binder manufacturer for any compatibility requirements or concerns. The calcined bauxite will be delivered to the construction site in clearly labeled packaging; which protects the aggregate from any contaminants on the jobsite and from exposure to rain or other moisture.

**Table 2. Aggregate Properties**

| Property                  | Requirements   | Test Methods              |
|---------------------------|--|---------------------------|
| Moisture Content          | ≤ 0.2%   | AASHTO T 255              |
| Fine Aggregate Angularity | ≥ 45%  | AASHTO T 304,<br>Method A |
| LA Wear                   | ≤ 10% loss @ 100 revolutions and ≤ 25% loss<br>@ 500 revolutions             | AASHTO T 96               |
| Freeze-Thaw Soundness     | ≤ 9% loss @ 50, 16, or 25 cycles using<br>Procedure A, B, or C, respectively | AASHTO T 103              |
| Aluminum Oxide            | ≥ 87%  | ASTM C 25                 |

**Table 3. Aggregate Gradation (AASHTO T27)**

| Sieve Size | % Passing by Weight |
|------------|---------------------|
| No. 4      | 100                 |
| No. 6      | 95-100              |
| No. 16     | 0-5                 |
| No. 30     | 0-1                 |

### **B.3 Approval of High Friction Surface Treatment**

A minimum of 20 working days before applying HFST, submit product data sheets and specifications from the manufacturer, and a certified test report from an independent laboratory verifying that the resin binder and the calcined bauxite aggregate meet all the requirements specified in Tables 1, 2 and 3. Documents must be dated within three years of project letting date; must be representative of the material used on the project.

If resin binder has not been previously used in Wisconsin, also submit a list of at least five reference projects where the resin binder has been used for similar applications and in locations that have similar climatic conditions as Wisconsin. Supply a description of the projects along with contact information of the facility owner.

If the engineer requests, provide samples of the resin binder and aggregate for department testing before applying HFST.

## **C Construction**

### **C.1 General**

The contractor will provide documentation showing HFST application experience from at least three previous projects completed for WisDOT or other agencies.

Conduct a meeting with the resin binder manufacturer representatives before applying HFST to establish procedures for maintaining optimum working conditions and coordination of the work. Submit recommended application procedures, including quality control practices, to the engineer for approval. Ensure that a resin binder manufacturer representative is on site to provide technical assistance and quality assurance during surface preparation and for application of HFST.

Ensure that the resin binder components maintain their original properties during storage and handling. Store all aggregate in a dry environment and protect from contaminants on the job site.

### **C.2 Pavement Surface Preparation**

#### **C.2.1. Pavement Surface Repair**

Remove visibly unsound or disintegrated areas of the pavement surface as the plans show or the engineer directs. Clean and dry all cracks too large to be filled with surface treatment. Fill cracks with a mixture of resin binder and aggregate before applying the surface treatment. Follow manufacturer's recommendations for curing before applying the surface treatment.

Check with resin binder manufacturer to ensure that products used for pavement repairs or patches are compatible with the resin HFST. Ensure that any new concrete or repairs are fully cured before placing the HFST. Allow a minimum 30-day curing time after placing new asphalt or concrete pavement before installing the HFST.

#### **C.2.2 Surface Preparation**

Cover and protect utilities, drainage structures, expansion joints on bridge decks, and other structures within or adjacent to the application location to prevent materials from adhering to or entering those structures.

Remove pavement markings that are within the treatment area. Cover existing pavement markings adjacent to the application if they are to remain in place.

Pretreat all joints and cracks, or any portion of cracks, that are greater than ¼ inch wide, with the mixed binder resin system specified herein. Once the binder resin in the pretreated area has gelled, the installation may proceed.

Completely remove any grease, oil or other deleterious materials resting on the pavement surface with a mild detergent solution, rinsed with clean potable water, and dried using a hot compressed air lance. Ensure the pavement surface has no curing compound, loosely bonded mortar, pavement marking, or other foreign matter resting on the pavement surface.

Sufficiently clean HMA pavement surface using mechanical sweepers and high-pressure air wash with sufficient oil traps, just before applying HFST. Mechanically sweep all surfaces to remove dirt, loose aggregate, debris, and deleterious material. Vacuum sweep or air wash using a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of surface.

Clean concrete pavement surface by shot blasting and vacuum sweeping. Shot blast all surfaces to remove all curing compound, loosely bonded mortar, surface carbonation, and deleterious material. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of the surface.

If the engineer requires additional verification of adequate surface preparation of the pavement, test the bond strength according to ASTM D4541. The surface is acceptable if the tensile bond strength is greater than or equal to 250 psi, or failure is in the substrate. Repeat cleaning, and testing, if needed, until passing test results are obtained or the surface is acceptable to the engineer.

Keep vehicles and unnecessary equipment off the cleaned surface; only allow HFST application equipment on the clean surface. Apply HFST as soon as possible after pavement surface preparations are completed.

### **C.3 Application of the HFST**

Do not apply the HFST if any of the following exists:

- Pavement surface is wet, damp, or has received rainfall in the previous 24 hours.
- Pavement surface is not sufficiently clean.
- Ambient air or pavement surface temperature is below 50° F or below the manufacturer's recommendations.
- If the anticipated weather conditions would prevent adequate curing of the HFST.
- Rain is predicted before HFST completion or proper cure is achieved.
- Pavement preparation is inadequate or didn't pass pull-off test.

Close treatment areas to traffic until HFST is completely cured and pavement surface has been vacuum-swept.

Construct HFST to the full width of the existing pavement surface, or as the plans show. Extend the HFST application 2'-3' onto the shoulders if application site is on a curve where no rumble strip exists. If the rumble strip exists, apply HFST only on the main lane not on the shoulder.

Apply a primer to the pavement surface if recommended by the resin binder manufacturer, and according to their application recommendations. Abide by the established quality control practices and adhere to any additional manufacturer recommendations for HFST application.

Blend and mix the resin binder components at the manufacturer's specified ratio using equipment capable of providing the desired results.

Apply the resin binder uniformly over the pavement surface manually or with automated equipment at a uniform thickness of 50-65 mils (25-32 ft<sup>2</sup>/gal). Use enough resin to cover the pavement surface and sufficiently embed half the thickness of the aggregate; do not apply so much that it covers the aggregate and creates a slick surface. Adjust application rate, as needed, based on the pavement surface type, profile, and condition.

If using automated equipment, the binder resin system manufacturer shall approve the use of automated continuous application device with their material. Ensure that the equipment features positive displacement, volumetric metering, and can store, mixing, heating, monitoring, and distributing the binder components at the proper mix ratio. Adjust the pressure and the speed of the equipment to achieve the proper application thickness. Coverage rate is based upon expected variance in the surface profile of the pavement.

Do not contaminate the wet binder or allow the binder material to separate or cure and impair bonding of the aggregate.

Immediately after applying the resin binder, distribute a sufficient quantity of dry calcined bauxite aggregate to completely cover the resin binder by hand broadcasting or by using a standard chip spreader or equivalent machine. Ensure aggregate is placed within five minutes of the resin binder placement, before it begins to cure. When broadcasting, sprinkle or drop the aggregate onto the resin binder vertically. Do not distribute aggregate in a way that will cause it to roll in the resin binder before coming to a rest; do not push the aggregate into position with a broom or any other hand tool. If using a chip spreader, the machine shall follow closely behind the crew or equipment applying the resin binder. Immediately cover any visible wet or bare spots, or areas with excessive binder, with additional calcined bauxite aggregate before the resin binder begins to set.

Allow the HFST to properly cure, adhering to manufacturer recommendations for minimum cure times at applicable temperatures.

After the HFST is fully cured, remove excess loose surface aggregate by sweeping, blowing, or vacuuming. Do not tear or otherwise damage the surface. Excess calcined bauxite aggregate that is recovered by a vacuum sweeper can be reused if clean, uncontaminated and dry. Remove and replace damaged areas or areas with excess or insufficient aggregate coverage. Uncover pavement markings and repair damages that occur by covering and uncovering markings. Clean expansion joints, utilities, and drainage structures of all debris before opening to traffic.

Additionally, within 3 to 7 days after opening to traffic, the contractor shall vacuum sweep the pavement surface to remove loosened aggregate from the high friction surface area, the shoulders, and any other areas within and immediately adjacent to the HFST site.

#### **D Measurement**

The department will measure Resin Binder High Friction Surface Treatment 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 |
|--------------|---|------|
| SPV.0180.001 | Resin Binder High Friction Surface Treatment Modified | SY   |

Payment for Resin Binder High Friction Surface Treatment is full compensation for testing materials; for surface preparation; for providing the HFST; for cleanup including uncovering and restoration of pavement markings; and for vacuum sweeping and disposing of excess material after the completion and again 3 to 7 days after completion.

The department will pay for pavement repairs, and traffic control separately under other contract bid items or, absent the appropriate bid items, as extra work.

### **107. High Friction Surface Treatment Polymer Overlay, Item SPV.0180.400.**

#### **A Description**

This special provision describes providing two layers of a two-component polymer overlay system to the bridge decks the plans show.

#### **B Materials**

##### **B.1 General**

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department's approved product list.

##### **B.2 Polymer Resin**

Furnish a polymer resin base and hardener composed of two-component, 100 percent solids, 100 percent reactive, thermosetting compound with the following properties:

| Property                          | Requirements                     | Test Method                                       |
|-----------------------------------|----------------------------------|---|
| Gel Time <sup>[1]</sup>           | 15 - 45 minutes @<br>73° to 75°F | ASTM C881   |
| Viscosity <sup>[1]</sup>          | 7 - 70 poises                    | ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm |
| Shore D Hardness <sup>[2]</sup>   | 60 - 75                          | ASTM D2240  |
| Absorption <sup>[2]</sup>         | 1% maximum @ 24 hr               | ASTM D570   |
| Tensile Elongation <sup>[2]</sup> | 30% - 70% @ 7 days               | ASTM D638   |

| Property                             | Requirements             | Test Method |
|--------------------------------------|--------------------------|-------------|
| Tensile Strength <sup>[2]</sup>      | 2000 - 5000 psi @ 7 days | ASTM D638   |
| Chloride Permeability <sup>[2]</sup> | < 100 coulombs @ 28 days | AASHTO T277 |

<sup>[1]</sup> Uncured, mixed polymer binder

<sup>[2]</sup> Cured, mixed polymer binder

Ensure that the polymer resin when mixed with aggregate has the following properties:

| Property                     | Requirement <sup>[1]</sup>            | Test Method                                 |
|------------------------------|---------------------------------------|---|
| Minimum Compressive Strength | 1000 psi @ 8 hrs<br>5000 psi @ 24 hrs | ASTM C579 Method B, Modified <sup>[2]</sup> |
| Thermal Compatibility        | No Delaminations                      | ASTM C884                                   |
| Minimum Pull-Off Strength    | 250 psi @ 24 hrs                      | ASTM C1583                                  |

<sup>[1]</sup> Based on samples cured or aged and tested at 75°F

<sup>[2]</sup> Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds

### B.3 Aggregates

Furnish calcined bauxite aggregate that is fractured or angular in shape; resistant to polishing and crushing; clean and free of surface moisture; free from silt, clay, asphalt, or other organic materials; compatible with the resin binder; and meets the properties and gradation requirements in the tables below. Check with resin binder manufacturer for any compatibility requirements or concerns. The calcined bauxite will be delivered to the construction site in clearly labeled packaging; which protects the aggregate from any contaminants on the jobsite and from exposure to rain or other moisture.

#### Aggregate Properties

| Property                  | Requirements   | Test Method           |
|---------------------------|--|-----------------------|
| Moisture Content          | ≤ 0.2%   | AASHTO T255           |
| Fine Aggregate Angularity | ≥ 45%  | AASHTO T304, Method A |
| Micro-Deval               | ≤ 15% loss   | ASTM D7428            |
| LA Wear                   | ≤ 10% loss @ 100 revolutions and<br>≤ 25% loss @ 500 revolutions         | AASHTO T96            |
| Freeze-Thaw Soundness     | ≤ 9% less @ 50, 16, or 25 cycles using Procedure A, B, or C respectively | AASHTO T103           |
| Aluminum Oxide            | ≥ 87%  | ASTM C25              |

#### Aggregate Gradation (AASHTO T27)

| Sieve Size | % Passing by Weight |
|------------|---------------------|
| No. 4      | 100                 |
| No. 6      | 95 - 100            |
| No. 16     | 0 - 5               |
| No. 30     | 0 - 1               |

### B.4 Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days before application, submit product data sheets and specifications from the manufacturer, and a certified report of test or analysis from an independent laboratory to the engineer for approval. The department will sample and test the aggregates for gradation and moisture content before placement. If requested, supply the department with samples of the polymer for the purpose of acceptance testing.

#### **B.4.1 Product Data Sheets and Specifications**

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

#### **B.4.2 Certified Report of Test or Analysis**

Conform to the following:

*Polymer Binder:* Submit a certified report of test or analysis from an independent laboratory dated less than 3 years before the date of the project letting showing the polymer binder meets the requirements of section B.2.

*Aggregates:* Submit a certified report of test or analysis from an independent laboratory dated within 12 months of the project letting date showing the aggregates meet the requirements of section B.3. Documents must be representative of the material used on the project, and must document the source of origin.

### **C Construction**

#### **C.1 General**

Ensure that the overlay system is 1/4 inch thick or thicker.

Conform to the following:

*Field Review:* Conduct a field review of the existing deck to identify any possible surface preparation and material compatibility issues.

*Pre-Installation Meeting:* Conduct a pre-installation meeting with the manufacturer's representative and the engineer before construction. Discuss the field review findings, verification testing of the surface preparation and establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. Supply for the engineer's use for the duration of the project, a Concrete Surface Profile (CSP) chip set of 10 from the International Concrete Repair Institute (ICRI).

*Manufacturer's Representative:* An experienced manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly. This requirement may be reduced at the engineer's discretion.

*Material Storage:* Store and handle materials according to the manufacturer's recommendations. Store resin materials in their original containers in a dry area. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

#### **C.2 Deck Preparation**

##### **C.2.1 Deck Repair**

Removal all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to remove and repair the concrete deck will be paid for under other items. Ensure that products used for deck patching are compatible with the polymer overlay system.

*Note:* Some polymer systems require concrete patch material to be in place a minimum of 28-days before overlaying – contact polymer manufacturer before completing deck patching/repair

##### **C.2.2 Surface Preparation**

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 (medium-heavy shotblast) according to the ICRI Technical Guideline No. 310.2. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ASTM C1593. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of 1/4 inches or more is greater than 50 percent of the test area. Continue adjustment of

the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours before the application of the overlay system.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Before shotblasting, remove pavement markings within the treatment area using an approved mechanical or blasting method.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2" above the overlay according to SSPC-SP 13 (free of contaminants, dust, and loose concrete) by sand blasting, using wire wheels, or other approved method.

Just before overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (brush/breeze blast) the exposed surfaces.

The engineer may consider alternate surface preparation methods per the overlay system manufacturer's recommendations. The engineer will approve the final surface profile and deck cleanliness before the contractor placing the polymer overlay.

### **C.2.3 Transitional Area**

If the plans show, create a transitional area approaching transverse expansion joints and ends of the deck using an approved mechanical or blasting method. Remove 1/4 inch to 5/16 inch of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

If the plans show, create a transitional area on the approach pavement. Prep and place the first lift 3 feet beyond the end of the deck the same width as the deck. Prep and place the second lift 6 feet beyond the end of the deck the same width as the deck.

### **C.3 Overlay Application**

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 overlay system if any of the following exists:

1. Ambient air temperature is below 50°F or above 100°F.
2. Deck temperature is below 50°F.
3. Moisture content in the deck exceeds 4.5 percent when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance with ASTM D4263.
4. Rain is forecasted during the minimum curing periods listed under C.5.
5. Materials component temperatures below 65°F or above 99°F.
6. Concrete age is less than 28 days, unless approved by the engineer.
7. The deck temperature exceeds 100°F.
8. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Provide appropriate protective measures to prevent contamination from equipment allowed on the deck during preparation and application operations. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's



requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a method that provides a uniform, consistent coverage of aggregate and minimizes aggregate rolling or bouncing into final position. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow equipment or traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Before applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Before opening to traffic, clean expansion joints and joint seals of all debris and polymer. Within 3 to 7 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

#### C.4 Application Rates

Apply the polymer overlay in two separate courses in accordance with the manufacturer's instructions, but not less than the following rate of application.

| Course | Minimum Polymer Rate <sup>[1]</sup><br>(GAL/100 SF) | Aggregate <sup>[2]</sup><br>(LBS/SY) |
|--------|---|--------------------------------------|
| 1      | 2.5   | 10+                                  |
| 2      | 5.0   | 14+                                  |

<sup>[1]</sup>The minimum total applications rate is 7.5 GAL/100 SF

<sup>[2]</sup>Application of aggregate shall be of sufficient quantity to completely cover the polymer

#### C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

|        | Average temperature of deck in degrees F |         |         |       |         |       |         |       |
|--------|--|---------|---------|-------|---------|-------|---------|-------|
| Course | 50-54                                    | 55-59   | 60-64   | 65-69 | 70-74   | 75-79 | 80-84   | 85-89 |
| 1      | 6 hrs                                    | 5 hrs   | 4 hrs   | 3 hrs | 2.5 hrs | 2 hrs | 1.5 hrs | 1 hr  |
| 2      | 8 hrs                                    | 6.5 hrs | 6.5 hrs | 5 hrs | 4 hrs   | 3 hrs | 3 hrs   | 3 hrs |

If faster cure times are desired and achievable, submit to the engineer a certified test report from an independent laboratory showing the material is able to reach a compressive strength of 1000 psi as tested per ASTM C579 Method B within the temperature ranges and cure times for which the product is proposed to be placed. Establish ambient air, material, and substrate temperatures from the manufacturer for field applications. Field applications will not be allowed below the documented temperatures.

#### C.6 Repair of Polymer Overlay

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedure and with the approval of the engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shotblast or sand blast and air blast the concrete before placement of polymer overlay; and place the polymer overlay according to section C.3.

## **D Measurement**

The department will measure High Friction Surface Treatment Polymer Overlay 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 |
|--------------|---|------|
| SPV.0180.400 | High Friction Surface Treatment Polymer Overlay | SY   |

Payment is full compensation for preparing the surface; for tensile bond testing; for creating the transitional area; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials.

The department will pay separately for deck repairs.

## **108. Abutment Seat Cleaning and Sealing, Item SPV.0180.401.**

### **A Description**

This special provision describes cleaning the top surfaces of concrete abutments and sealing them as the plans show and as the engineer directs.

### **B Materials**

For bridge seat protection/sealing, coat the tops of abutments with a type of epoxy resin the manufacturer recommends for sealing exterior concrete surfaces, subject to the engineer's approval.

### **C Construction**

#### **C.1 Blast Cleaning Operation**

Blast clean the top surface of the abutment according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as the engineer directs. Before abrasive blast cleaning operations are to begin, prepare a representative trial area on the abutment surface, and have the method of blast cleaning approved by the engineer. Provide means of protecting bearings and girders such that their coatings/paint are not removed or damaged during blasting operations.

#### **C.2 Water Cleaning Operation**

After abrasive blast cleaning operations are completed, clean the prepared pier cap surface with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the top surface of the abutments to be coated with epoxy for bridge seat protection. Provide an adequate drying time of at least 24 hours before coating with epoxy. Remove all loose concrete, dirt, dust, or blast material that remains in the area around the abutment, as the engineer directs.

## **D Measurement**

The department will measure Abutment Seat Cleaning and Sealing by the square yard, acceptably completed.

## **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                        | UNIT |
|--------------|------------------------------------|------|
| SPV.0180.401 | Abutment Seat Cleaning and Sealing | SY   |

Payment is full compensation for abrasive blast cleaning; for water cleaning; for all additional cleanup of the concrete surfaces and surrounding abutment areas; and for furnishing and applying bridge seat protection.

## 109. Methacrylate Flood Seal, Item SPV.0180.402;

### A Description

This special provision describes surface preparation of bridge deck, furnishing and applying a protective methacrylate sealer and broadcast sand, and any incidentals necessary to complete the project as specified or as shown in plans or as authorized by the Engineer.

### B Materials

The bridge deck sealer shall consist of a methacrylate sealant, sand to prefill cracks, and broadcast sand.

#### B.1 Methacrylate Sealant

The following methacrylate sealants are acceptable for use provided that the requirements of this specifications are met:

| Product  | Manufacturer       |
|--|--------------------|
| MasterSeal 630 (formerly Degadeck Crack Sealer Plus) | BASF               |
| T-78   | Transpo Industries |
| KBP 204 P SEAL                                       | Kwik Bond Polymers |

or an approved equal

#### B.2 Fine Grade Sand

Provide fine grade sand for prefilling large cracks unable to be prefilled with sealant alone. Fine grade sand shall pass the No. 20 sieve and be retained on the No. 40 sieve.

Submit sand material data to the Engineer for review and address all written comments. Submit storage and use plan to the Engineer documenting procedures for maintaining dry sand and within gradation requirements above.

#### B.3 Broadcast Sand

Provide a commercial quality dry blast sand with an average absorption of no more than 1%. 95% of the sand shall pass the No. 8 sieve and at least 95% shall be retained on the No. 20 sieve.

### C Construction

#### C.1 General

##### C.1.1 Pre-Installation Conference

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer with a copy of the recommended procedures and the manufacturer's instructions.

##### C.1.2 Contractor Personnel Requirements

Experienced personnel are required to be actively present during the seal application.

A technical representative from the sealer manufacturer must be present during first application. The need for manufacturer's representative may be waived if the contractor provides evidence and reference contacts for work involving at least 5 bridges treated with the same products and within the last two years. Contractor experience record in no way relieves the contractor from applying in accordance with this specification and as recommended by the manufacturer.

##### C.1.3 Material Storage and Safety Plan

Store resin materials in their original containers in a dry area. Store and handle materials according to the manufacturer's recommendations. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

Safety Plan: Prior to arrival of the product on the job site, provide a product shipping, storage, and use safety plan to detail how the product will be delivered and stored on site in a manner that will not allow the constituent components to come in contact with each other in the event of a spill or container leakage. This plan must also include a description of the safety training workers applying the product have received regarding the product's use, and list any and all safety precautions which must be taken during application of the product.

## **C.2 Surface Preparation**

### **C.2.1 General**

Prepare the entire deck (or portion of the deck to be overlaid in one placement when staged construction is being employed) to ensure the concrete surface is dry, thoroughly clean, and free from dust or other loose material. Prepare concrete surfaces in accordance with these specifications dependent on whether the surfaces are of recently cast concrete (new construction) or of existing concrete.

Do not remove or damage striping or traffic markings in sound condition.

Do not perform surface preparation more than 24 hours prior to the application of the methacrylate sealer. The prepared surface shall not be exposed to vehicular or pedestrian traffic other than that required for sealer placement and approved by the Engineer. If the prepared surface is reopened to traffic prior to sealer placement, the surface shall be re-inspected for any contaminants and subsequently remove contaminants by use of abrasive blasting or shotblasting at no additional cost to the department.

The engineer may consider alternate surface preparation methods per the methacrylate sealer manufacturer's recommendations. The engineer must approve the final surface preparation and deck cleanliness prior to the contractor placing the methacrylate sealer. Prior to methacrylate sealer placement, cure concrete for a minimum of 21 days.

### **C.2.2 Surface Preparation for New Construction**

Remove substances such as dirt, oil, curing compound, paint, grease, slurry, laitance, and other foreign or potentially detrimental materials by water blasting, light sandblasting, wire brushing, or other methods acceptable to the Engineer, all in accordance with the penetrant sealer manufacturer's recommendations. Determine an acceptable method that removes substances without damaging the underlying substrate. Concrete removals shall not exceed 1/16 inch in depth.

### **C.2.3 Surface Preparation for Existing Concrete**

Remove substances such as dirt, oil, asphalt, rubber, paint, carbonation, grease, slurry, membranes, rust, weak surface mortar, laitance, and other foreign or potentially detrimental materials by abrasive blasting. Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 3 (light shotblast) according to the ICRI Technical Guideline No. 310.2. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ASTM C1593. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of 1/4 inches or more is greater than 50 percent of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained. Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment.

### **C.2.4 Concrete Surface Cleaning Operation**

Just prior to methacrylate sealer placement, clean all dust, debris, and concrete fines from the deck surface including vertical faces of curbs and barrier walls up to a height of 2-in above the surface with compressed air. Use a direct 125 psi air blast, from a compressor unit with a minimum pressure of 365 ft<sup>3</sup> / min., over the entire surface to remove all dust and debris paying special attention to carefully clean all deck cracks. Use a suitable oil trap between the air supply and nozzle. Use ASTM D4285 "Standard Test Method for Indicating Oil or Water in Compressed Air" to ensure the compressed air is oil and moisture free. The air stream must be free of oil and moisture. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely.

Perform a visual inspection of the surface that is to receive the methacrylate sealer. Locate and mark all cracks greater than 0.024 inch. Unless directed otherwise on the plans, prefill all cracks greater than 0.024 inch with the same methacrylate sealer or a pre-promoted version of the sealer prior to the methacrylate sealer. Where sealant soaks-in/withdraws from top of crack, place fine grade sand in crack and reapply methacrylate sealant to seal to top of crack. When sealant has not retreated after gel time, the crack is considered prefilled. Do not fill crack with sand beyond top of concrete surface.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by cleaning and blasting operations and from material adhering and entering. Tape or form all construction

joints to provide a clean straight edge. Provide shielding as necessary to prevent dust or debris from striking vehicular traffic.

Air dry a wet deck for a minimum of forty-eight (48) hours before applying the sealer. Dry time may be reduced to 24 hours if an approved ASTM D4263 moisture test reveals the concrete is dry. Do not apply sealer materials during wet weather conditions or if adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Do not mix or apply any of these products at temperatures lower or higher than those specified in their product literature. Apply the sealant at the coolest time of the day within these limitations. Application by spray methods will not be permitted during windy conditions, if the Engineer predicts unsatisfactory results.

The Engineer shall approve the prepared surface prior to applying the methacrylate sealer.

### **C.3 Application of the Sealer**

Apply the sealer conforming to the manufacturer's instructions.

Apply an approved methacrylate to bridge deck or on surfaces as directed by the Engineer. At least 30 calendar days before the start of the work, provide the Engineer with the sealer Manufacturer's written instructions for application and use.

Do not thin or alter the methacrylate sealer unless specifically required in the Manufacturer's instructions.

Mix the sealer before and during its use as recommended by the Manufacturer. Distribute the sealant as a flood coat in a gravity-fed process by broom, roller, or with a spray bar near the surface so the spray pattern and coverage rates are reasonably uniform to the satisfaction of the Engineer. Apply the sealant at a minimum rate of 90 square feet/gallon.

Protect all expansion joints and prevent the crack sealant from contacting the strip seal glands. Protect all striping and traffic markings from marring, sealant application and reduction in reflective properties. Replace any striping and traffic markings that are marred by sealant.

Prior to completion of gel time of the flood seal and before broadcasting sand, broom uncured sealant in the direction of tining or deck grooves to promote maintenance of the deck texture for traction.

Broadcast sand to refusal into uncured resin to create traction and absorb sealant that is not penetrating into cracks. Broadcast approved sand into the wet, uncured resin no sooner than 10 minutes after applying resin but within gel time of product, unless directed otherwise by the Manufacturer. Apply approved sand at a minimum rate of 250 lbs. per 1000 square feet.

Allow the sealant to dry according to the Manufacturer's instructions. Do not allow vehicular traffic onto the treated areas until the sealer has dried and the treated surfaces provide safe skid resistance and traction. Remove non-adhered sand from bridge deck and joints by power sweeping the deck and vacuuming the joints. Traffic or equipment will be allowed on the sealed deck after the Engineer has determined:

1. The treated deck surface is tack-free and non-oily;
2. The sand cover adheres and resists brushing by hand;
3. Excess sand and absorbent material has been removed; and
4. No sealant material will be tracked beyond limits of treatment by traffic

### **D Measurement**

The department will measure Methacrylate Flood Seal bid item in area 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 |
|--------------|-------------------------|------|
| SPV.0180.402 | Methacrylate Flood Seal | SY   |

Payment for Methacrylate Flood Seal is full compensation for furnishing and applying the sealer to the bridge decks, as described above, including surface preparation, and all incidentals thereto. Cleanup of excess sand in joints and on bridge deck will not be paid for separately. Restoration of damaged or marred striping will be considered incidental to application requirements of Methacrylate Flood Seal. (20241028)

**110. HMA Longitudinal Joint Repair, Item SPV.0195.001;  
HMA Transverse Joint Repair, Item SPV.0195.002.**

**A Description**

This special provision describes providing longitudinal and transverse joint repairs in HMA pavements. Conform to standard spec 204, 315, 455, and 460, and as follows.

**B Materials**

Furnish asphaltic mixture as specified for type 5 SMA 58-28 V under standard spec 460.2.

Provide tack coat conforming to standard spec 455.2.5.

**C Construction**

**C.1 General**

Remove an area 1.5 to 3 feet wide and at least to the full depth of asphaltic pavement; the engineer will determine the repair length. Remove damaged concrete pavement discovered below the asphalt during this removal and replace with asphalt mixture.

Clean the existing exposed concrete pavement surface before placing tack coat.

Apply asphaltic materials the same day the joint is removed to prevent the entrance of water. Do not apply if weather or surface conditions are unfavorable or before impending rains.

Conform to standard spec 315.3.1 for placement of the HMA pavement.

Dispose of removed pavement and other waste materials outside of the project limits unless the engineer allows otherwise.

**C.2 Maintenance**

Maintain repaired joints during the contract. Remove and replace additional tack coat and HMA pavement if the engineer directs.

**D Measurement**

The department will measure HMA Longitudinal Joint Repair and HMA Transverse Joint Repair by the ton acceptably completed.

**E Payment**

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

| ITEM NUMBER  | DESCRIPTION                   | UNIT |
|--------------|-------------------------------|------|
| SPV.0195.001 | HMA Longitudinal Joint Repair | TON  |
| SPV.0195.002 | HMA Transverse Joint Repair   | TON  |

Payment for the HMA Longitudinal Joint Repair item is full compensation for providing the joint repair including removing the existing asphaltic surface and damaged concrete; for tack coat and asphaltic pavement mixture; and for maintaining the repair during the contract.

## **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   5   HCST Graduate(s) be utilized for   6000   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   4   HCST Apprentice(s) be utilized for   3600   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 3

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

#### Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

#### Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

#### Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
  - Produce accurate and complete quotes
  - Understand highway plans applicable to their work
  - Understand specifications and contract requirements applicable to their work
  - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## 1. Definitions

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

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

## 2. WisDOT DBE Program Compliance

### a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

**\*\*Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.**

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

### b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

#### (1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

#### (2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
  1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
  2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

### 3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

*Appendix A* of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

#### a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
  - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
  - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
  - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
  - a. Email to all prospective DBE firms in relevant work areas
  - b. Phone call log to DBE firms who express interest via written response or call
  - c. Fax/letter confirmation
  - d. Signed copy of record of subcontractor outreach effort

#### **b. Guidance for Evaluating DBE quotes**

- (1) Quote evaluation practices required to evaluate DBE quotes:
  - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
  - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
    - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
    - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:



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

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

**c. Requesting Good Faith Effort Evaluation** At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

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

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

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

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the “Contracting with a DBE” webpage in the [ASP-3 and Good Faith Effort Guidance](#) section.

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

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

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

#### 5. Determining DBE Eligibility

##### Directory of DBE firms

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

#### 6. Counting DBE Participation

##### Assessing DBE Work

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

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.



- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

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

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

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

## 7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

## 8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

### a. Manufacturers

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

### b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
  - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
  - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
    - a. What is the product or material?
    - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
    - c. Which contract line items were referenced to develop this quote?
    - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
  - i. To ensure that the appropriate credit is assigned, follow the procedure below:
    - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE\_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
    - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
      - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
      - d. The full value of the original invoice submitted to the DBE Office, above in (1)
      - e. The amount of material or product used on this project
      - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
  - ii. DBE Office Process (Applies only to bulk purchases)
    - a. Supply/Commodity commitment is received
    - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
    - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
    - d. Engineer informs contractor when full amount of bulk purchase has been applied

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

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

**9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")****a. Issuing a Contract Change Order**

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

**b. Contractor Considerations**

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
  - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
    - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

**c. Request to Modify DBE Subcontracting Commitment**

The written request referenced above may be delivered by email or fax. The request must contain the following:

- (1) Project ID number
- (2) WisDOT Contract Project Engineer's name and contact information
- (3) DBE subcontractor name and work type and/or NAICS code
- (4) Contract's progress schedule
- (5) Reason(s) for requesting that the DBE subcontractor be replaced or terminated
- (6) Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

*Good Causes to Replace a DBE subcontractor according to the federal DBE program guidelines {49 CFR part 26.53}*

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required

- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

#### d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) or (414) 335-0413.

#### e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

#### Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

### 10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- d. Offsite Hauling – when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
  - (1) Indicate Offsite Hauling on Attachment A
  - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
  - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
  - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

## 11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

## 12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

## 13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
  - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
  - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- c. A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- d. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

## 14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

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

## 15. Payment

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

## Appendix A

### Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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



## Appendix B

### Sample Contractor Solicitation Letter Page 1

*(This sample is provided as a guide, not a formatting requirement)*

#### DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.

**Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

**Where can DBEs find the plans, specifications & addenda?** Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](https://wisconsindot.gov/HighwayConstructionContractInformation). This same website can be checked for the contract status.

**What should your quote include?** All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

**Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

#### **When are quotes due?**

**[Month] [Day], [Year] at [Time].** We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

**Who can DBEs contact for questions, information, clarification or for a quote evaluation?** [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

#### **Why partner with [Prime Contractor]?**

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

**Sample Contractor Solicitation Letter Page 2***(This sample is provided as a guide, not a formatting requirement)***REQUEST FOR QUOTE****[Prime Contractor]****Letting Date: [Month] [Day], [Year]****Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

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

Prime Contractor Contact: \_\_\_\_\_

DBE: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Please circle the proposals and items you will be quoting below and contact us with any questions**

| <b>Proposal</b>                | <b>1</b>           | <b>6</b>               |
|--------------------------------|--------------------|------------------------|
| <b>County</b>                  | <b>Dane County</b> | <b>Crawford County</b> |
| <b>Clearing &amp; Grubbing</b> | <b>X</b>           | <b>X</b>               |
| <b>Dump Truck Hauling</b>      | <b>X</b>           | <b>X</b>               |
| <b>Curb/Gutter/Sidewalk</b>    | <b>X</b>           |                        |
| <b>Erosion Control Items</b>   |                    | <b>X</b>               |
| <b>Excavation</b>              | <b>X</b>           | <b>X</b>               |
| <b>Pavement Marking</b>        |                    | <b>X</b>               |
| <b>Traffic Control</b>         | <b>X</b>           |                        |
| <b>Sawing</b>                  | <b>X</b>           | <b>X</b>               |
| <b>QMP, Base</b>               |                    | <b>X</b>               |
| <b>Pipe Underdrain</b>         | <b>X</b>           |                        |
| <b>Landscape</b>               |                    | <b>X</b>               |
| <b>Beam Guard</b>              | <b>X</b>           |                        |
| <b>Electrical</b>              | <b>X</b>           |                        |
| <b>Signs/Posts/Markers</b>     |                    | <b>X</b>               |
| <b>Survey/Staking</b>          |                    | <b>X</b>               |

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

## Sample Contractor Solicitation Email - Simplified

*(This sample is provided as a guide, not a formatting requirement)*

### ATTENTION DBEs

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking your subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

| Project    | Proposal | County   | Region |
|------------|----------|----------|--------|
| 1234-56-00 | 2        | Dane     | SW     |
| 1234-01-78 | 6        | Crawford | SW     |

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by date. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**
- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**
- If you do choose to quote, please make every effort to have your quote into our office by time and date. Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.  
Our office hours are 7:30 a.m. - 5:00 p.m.

**Thank you – we look forward to working with your company on this project!**

Prime Contractor  
Project Manager  
Direct: 414-555-5555  
Cell: 414-555-5556

## Sample Contractor Solicitation Email to **non-DBE** WisDOT Subcontractors - Simplified

*(This sample is provided as a guide, not a formatting requirement)*

### **ATTENTION WisDOT SUBCONTRACTORS**

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

| Project    | Proposal | County  | Region | DBE Goal |
|------------|----------|---------|--------|----------|
| 1234-56-00 | 2        | Dodge   | SW     | 6.00%    |
| 1234-01-78 | 11       | Adams   | NC     | 3.00%    |
| 1234-00-99 | 20       | Buffalo | NW     | 5.00%    |
| 1234-00-98 | 33       | Portage | NC     | 6.00%    |

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

**Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.**

Prime Contractor  
Project Manager

Direct: 414-555-5555  
Cell: 414-555-5556

## Appendix C

### Small Business Network (SBN) Overview

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

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

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) to request an account. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
  - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to [www.bidx.com](http://www.bidx.com) and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

## Appendix D

### Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

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

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

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

## GFE Evaluation Rubric – Phase 1 – Initial Review

| DT1202  | Examples   | Rating | OBOEC Feedback |
|---|--|--------|----------------|
| <b>Solicitation Documentation</b>   | <p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>                           |        |                |
| <b>Selected Work Items Documentation</b>  | <p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)</i></p>  |        |                |
| <b>Documentation of Project Information provided to Interested DBEs</b>   | <p>Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>  |        |                |
| <b>Documentation of Negotiation with Interested DBEs</b>  | <p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>   |        |                |
| <b>Documentation of Sound Reason for Rejecting DBEs</b>   | <p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>                          |        |                |
| <b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>            | <p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>   |        |                |
| <b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b> | <p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p> |        |                |
| <b>Documentation of other GFE activities</b>  | <p><i>Such as: Used DT1202 Excel Workbook, Diversity &amp; Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation</i></p>  |        |                |
| <b>Overall Demonstration of GFE</b>   |  |        |                |



**GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review**

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

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

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

**GFE EVALUATION – PHASE 2 – Team Review****GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

**Rating Scale:**

- **GFE Approval:**  
**Bona Fide = 6 or more categories color coded green.**  
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**  
**Sufficient = 5 or more categories color coded green or yellow**  
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**  
**Pro Forma efforts = 4 or less categories color coded green or yellow.** Perfunctory effort characterized by routine or superficial activities

**Green = Exceeds expectations**

**Yellow = Meets expectations**

**Red = Areas in need of attention and/or absence of documentation**

**See OBOEC Rubric Analysis Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

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

| <b>GFE RUBRIC ANALYSIS</b>  |                                |
|---|--------------------------------|
| OBOEC DECISION  | APPROVAL OR DENIAL             |
|   |                                |
| Prime Contractor  |                                |
| Proposal  |                                |
| Project   |                                |
| Bid Letting   |                                |
| DBE Goal Amount   |                                |
| DBE Goal Amount Achieved  |                                |
|   |                                |
| <b>Bid Analysis</b>   |                                |
| Goal %  | Achieved %                     |
| Apparent Low Bidder   | %                              |
| Bidder B  |                                |
| Bidder C  |                                |
| <b>Average of OTHER Bidders<br/>(Not including Apparent<br/>Low Bidder)</b> |                                |
| <b>DBE Quotes Received</b>  |                                |
| <b>DBE Quotes Awarded</b>   |                                |
|   |                                |
| <b>DBE Quote(s) Rejected</b>  | <b>Rejected Quote Analysis</b> |
|   |                                |
|   |                                |
| <b>DBE Quote(s) Awarded</b>   | <b>Awarded DBE Amount</b>      |
|   |                                |
|   |                                |
|   |                                |
|   |                                |

## **Appendix E**

### **Good Faith Effort Best Practices**

This list is not a set of requirements; it is a list of potential strategies

#### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

#### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

## **Appendix F**

### **Good Faith Effort Evaluation Guidance**

#### *Appendix A of 49 CFR Part 26*

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

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

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

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

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

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

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

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

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

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

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

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

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

[79 FR 59600, Oct. 2, 2014]

**Appendix G**  
**(SAMPLE) Forms DT1506 and DT1202**

### COMMITMENT TO SUBCONTRACT TO DBE

Wisconsin Department of Transportation

Proposal #

County:

0.00 %

|    |      |    |      |
|----|------|----|------|
| \$ | 0.00 | \$ | 0.00 |
|----|------|----|------|



**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

|               |                  |
|---------------|------------------|
| Project I.D.: | Proposal Number: |
| Letting Date: |                  |

|   |                         |
|---|-------------------------|
| Name of DBE Firm Participating in this Contract:  |                         |
| Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i> |                         |
| Type of Work or Type of Material Supplied:  |                         |
| Total Subcontract Value:  | Total DBE Credit Value: |

|  |   |
|--|---|
| <b>FOR PRIME CONTRACTORS ONLY:</b><br>I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above. | Prime Contractor Representative's Signature         |
|  | Prime Contractor Representative's Name (Print Name) |
|  | Prime Contractor (Print Company Name)               |
|  | Date  |

|  |   |      |
|--|---|------|
| <b>FOR PARTICIPATING DBE FIRMS ONLY:</b><br>I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.<br><br><b>FOR DBE TRUCKING FIRMS ONLY:</b><br>I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below. | Participating DBE Firm Representative's Signature         | Date |
|  | Participating DBE Firm Representative's Name (Print Name) |      |
|  | Participating DBE Firm (Print Company Name)               |      |
|  | DBE Firm's Address:                                       |      |

| # Owned Trucks | # Leased Trucks | # DBE-Owned Leased Trucks | # Non-DBE-Owned Leased Trucks |
|----------------|-----------------|---------------------------|-------------------------------|
|                |                 |                           |                               |

☐ Off site Hauling

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


|                                     |                           |                  |
|-------------------------------------|---------------------------|------------------|
| Project ID<br>*****                 | Proposal No.<br>*****     | Letting<br>***** |
| Prime Contractor<br>*****           | County<br>*****           |                  |
| Person Submitting Document<br>***** | Telephone Number<br>***** |                  |
| Address<br>*****                    | Email Address<br>*****    |                  |

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

**1.→ Solicitation Documentation:**

**a.→ Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.

**b.→ Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

**2.→ Selected Work Items Documentation:**

**a.→ Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.

**b.→ Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

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

**a.→ Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.

**b.→ Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

**4.→ Documentation of Negotiation with Interested DBEs:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|  |  |  |
|--|--|--|
|  |  |  |
|  |  | (Bidder/Authorized Representative Signature) |
|  |  | _____  |
|  |  | (Print Name)                                 |
|  |  | _____  |
|  |  | (Title)                                      |
|  |  | _____  |

### Good Faith Effort--Sample Documentation Logs

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

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

#### SOLICITATION LOG

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

#### SELECTED WORK ITEMS SOLICITED LOG

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

#### INFORMATION PROVIDED LOG

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

#### NEGOTIATIONS LOG

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

#### ASSISTANCE LOG

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

#### OUTREACH & BUSINESS DEVELOPMENT LOG

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

Official Form DT1202 can be found here: <https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx>

## **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

*Make the following revisions to the standard specifications.*

#### **107 Legal Relations and Responsibility to the Public**

Add subsection 107.27 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.

## 646 Pavement Markings

### 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.

## 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.

### 526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) 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. Contractor-furnished materials remain the contractor's property upon removal.

### 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 contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## **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.

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## **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.

## BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#) ) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

### 2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

### 3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

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<sup>1</sup> The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

<sup>2</sup> The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

## **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

BRWI0001-002 06/03/2024

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 38.86 | 27.00   |

BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 46.60 | 27.01   |

BRWI0002-005 06/01/2024

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,  
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,  
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,  
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,  
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,  
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,  
WINNEBAGO, AND WOOD COUNTIES

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 41.62 | 27.03   |

BRWI0003-002 06/01/2024

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 38.45 | 27.41   |

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 43.21 | 27.90   |

BRWI0006-002 06/01/2024

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 38.33 | 27.53   |

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 39.34 | 28.15   |
| -----                   |          |         |
| BRWI0008-002 06/01/2024 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 46.16 | 27.33   |
| -----                   |          |         |
| BRWI0011-002 06/01/2024 |          |         |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.45 | 27.41   |
| -----                   |          |         |
| BRWI0019-002 06/01/2024 |          |         |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 38.18 | 27.68   |
| -----                   |          |         |
| BRWI0034-002 06/01/2024 |          |         |

COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 40.17 | 27.32   |
| -----                   |          |         |
| CARP0068-011 05/02/2022 |          |         |

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| Carpenter & Piledrivermen..... | \$ 41.19 | 27.05   |
| -----                          |          |         |
| CARP0231-002 06/05/2023        |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER.....          | \$ 41.91 | 29.72   |
| -----                   |          |         |
| 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 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,  
 LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 38.86 | 27.06   |
| Piledriver..... | \$ 39.43 | 27.02   |

-----  
 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 36.15 | 20.43   |

-----  
 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   |

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 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, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,  
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

MILLWRIGHT.....\$ 42.00 28.85

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CARP1074-002 06/03/2024

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 42.44 | 28.44   |
| PILEDRIVER..... | \$ 42.44 | 28.44   |

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CARP1143-002 06/03/2024

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 42.44 | 28.44   |
| PILEDRIVER..... | \$ 42.44 | 28.44   |

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CARP1146-002 06/03/2024

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| CARPENTER.....  | \$ 42.44 | 28.44   |
| PILEDRIVER..... | \$ 42.44 | 28.44   |

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CARP2337-009 06/03/2024

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

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| PILEDRIVERMAN..... | \$ 42.21 | 34.07   |

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ELEC0014-002 05/26/2024

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

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 42.73 | 23.99   |

-----

ELEC0014-007 05/26/2024

REMAINING COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Teledata System Installer  
Installer/Technician.....\$ 30.27 19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 46.05 | 30%+13.15 |

-----  
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   |

-----  
ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

|   | Rates    | Fringes |
|---|----------|---------|
| Electricians:                             |          |         |
| Electrical contracts over \$180,000.....  | \$ 33.94 | 21.80   |
| Electrical contracts under \$180,000..... | \$ 31.75 | 21.73   |

-----  
ELEC0242-005 06/02/2024

DOUGLAS COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 46.23 | 69.19%  |

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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 |

-----

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 48.50 | 26.25   |

-----

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 49.48 | 27.34   |

-----

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 42.77 | 24.66   |

-----

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 36.03 | 18.87   |
| Technician.....        | \$ 36.03 | 18.87   |

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   |

-----  
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   |

-----  
ENGI0139-005 06/01/2024

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 46.37 | 28.80   |
| Group 2.....             | \$ 45.87 | 28.80   |
| Group 3.....             | \$ 44.77 | 28.80   |
| Group 4.....             | \$ 44.51 | 28.80   |
| Group 5.....             | \$ 44.22 | 28.80   |
| Group 6.....             | \$ 38.32 | 28.80   |

HAZARDOUS WASTE PREMIUMS:  
EPA Level ""A"" protection - \$3.00 per hour  
EPA Level ""B"" protection - \$2.00 per hour  
EPA Level ""C"" protection - \$1.00 per hour

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

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

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

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IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO

COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 43.02 | 32.32   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

-----  
IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 44.79 | 32.32   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

-----  
IRON0383-001 06/02/2024

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..... | \$ 42.00 | 31.93   |

-----  
IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 46.59 | 48.80   |

-----  
IRON0512-008 04/28/2024

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 44.85 | 35.22   |

-----  
IRON0512-021 04/28/2024

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.19 | 34.68   |

-----  
LAB00113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 35.61 | 25.01   |
| Group 2..... | \$ 35.76 | 25.01   |
| Group 3..... | \$ 35.96 | 25.01   |
| Group 4..... | \$ 36.11 | 25.01   |
| Group 5..... | \$ 36.26 | 25.01   |
| Group 6..... | \$ 32.10 | 25.01   |

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 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 34.86 | 25.01   |
| Group 2..... | \$ 34.96 | 25.01   |
| Group 3..... | \$ 35.01 | 25.01   |
| Group 4..... | \$ 35.21 | 25.01   |
| Group 5..... | \$ 35.06 | 25.01   |
| Group 6..... | \$ 31.95 | 25.01   |

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

-----  
LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 34.67 | 25.01   |
| Group 2..... | \$ 34.82 | 25.01   |
| Group 3..... | \$ 35.02 | 25.01   |
| Group 4..... | \$ 34.99 | 25.01   |
| Group 5..... | \$ 35.32 | 25.01   |
| Group 6..... | \$ 31.81 | 25.01   |

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 06/03/2024

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..... | \$ 40.57 | 19.45   |
| Group 2..... | \$ 40.67 | 19.45   |
| Group 3..... | \$ 40.72 | 19.45   |
| Group 4..... | \$ 40.92 | 19.45   |
| Group 5..... | \$ 40.77 | 19.45   |
| Group 6..... | \$ 37.20 | 19.45   |

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 06/03/2024

DANE COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 40.85 | 19.45   |
| Group 2..... | \$ 40.95 | 19.45   |
| Group 3..... | \$ 41.00 | 19.45   |
| Group 4..... | \$ 41.20 | 19.45   |
| Group 5..... | \$ 41.05 | 19.45   |
| Group 6..... | \$ 37.20 | 19.45   |

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 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Painters:                   |          |         |
| New:                        |          |         |
| Brush, Roller.....          | \$ 36.16 | 26.27   |
| Spray, Sandblast, Steel.... | \$ 36.76 | 26.27   |
| Repaint:                    |          |         |
| Brush, Roller.....          | \$ 34.66 | 26.27   |
| Spray, Sandblast, Steel.... | \$ 35.26 | 26.27   |

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PAIN0108-002 06/01/2024

RACINE COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Painters:              |          |         |
| Brush, Roller.....     | \$ 42.04 | 22.95   |
| Spray & Sandblast..... | \$ 43.04 | 22.95   |

-----  
PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.11 | 12.15   |

-----  
PAIN0259-004 05/01/2015

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

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 22.03 | 12.45   |

-----  
PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|           | Rates | Fringes |
|-----------|-------|---------|
| Painters: |       |         |

|                        |          |       |
|------------------------|----------|-------|
| Bridge.....            | \$ 41.39 | 24.92 |
| Brush.....             | \$ 40.64 | 24.92 |
| Spray & Sandblast..... | \$ 41.39 | 24.92 |

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PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PAINTER

|            |          |       |
|------------|----------|-------|
| Brush..... | \$ 36.35 | 20.87 |
|------------|----------|-------|

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.

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PAIN0802-003 06/01/2024

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..... | \$ 36.35 | 20.87 |
|--------------|----------|-------|

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PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Painters:

|                       |          |       |
|-----------------------|----------|-------|
| Brush.....            | \$ 38.67 | 26.32 |
| Spray.....            | \$ 39.67 | 26.32 |
| Structural Steel..... | \$ 38.82 | 26.32 |

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PAIN1011-002 06/02/2024

FLORENCE COUNTY

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                |          |       |
|----------------|----------|-------|
| Painters:..... | \$ 29.95 | 15.89 |
|----------------|----------|-------|

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PLAS0599-002 06/01/2024

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CEMENT MASON/CONCRETE FINISHER

|             |          |       |
|-------------|----------|-------|
| Area A..... | \$ 47.17 | 30.35 |
| Area B..... | \$ 41.62 | 26.34 |
| Area C..... | \$ 42.74 | 25.91 |
| Area D..... | \$ 43.16 | 25.49 |
| Area E..... | \$ 42.25 | 26.39 |
| Area F..... | \$ 38.98 | 29.67 |

AREA DESCRIPTIONS



AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: 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, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD 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 06/01/2024

|  | Rates    | Fringes |
|--|----------|---------|
| TRUCK DRIVER   |          |         |
| 1 & 2 Axles.....   | \$ 37.57 | 27.41   |
| 3 or more Axles; Euclids,<br>Dumpton & Articulated,<br>Truck Mechanic..... | \$ 37.72 | 27.41   |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](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 22

Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0002                 | 108.4400<br>CPM Progress Schedule   | 1.000<br>EACH                  | _____.     | _____.     |
| 0004                 | 203.0211.S<br>Abatement of Asbestos Containing Material (structure) 001. B-40-300 | 1.000<br>EACH                  | _____.     | _____.     |
| 0006                 | 203.0211.S<br>Abatement of Asbestos Containing Material (structure) 002. B-40-301 | 1.000<br>EACH                  | _____.     | _____.     |
| 0008                 | 203.0211.S<br>Abatement of Asbestos Containing Material (structure) 003. B-40-302 | 1.000<br>EACH                  | _____.     | _____.     |
| 0010                 | 203.0220<br>Removing Structure (structure) 001. B-40-302                          | 1.000<br>EACH                  | _____.     | _____.     |
| 0012                 | 203.0335<br>Debris Containment Over Waterway (structure) 001. B-40-188            | 1.000<br>EACH                  | _____.     | _____.     |
| 0014                 | 203.0335<br>Debris Containment Over Waterway (structure) 002. B-40-304            | 1.000<br>EACH                  | _____.     | _____.     |
| 0016                 | 203.0335<br>Debris Containment Over Waterway (structure) 003. B-40-305            | 1.000<br>EACH                  | _____.     | _____.     |
| 0018                 | 203.0335<br>Debris Containment Over Waterway (structure) 004. B-40-322            | 1.000<br>EACH                  | _____.     | _____.     |
| 0020                 | 203.0335<br>Debris Containment Over Waterway (structure) 005. B-40-323            | 1.000<br>EACH                  | _____.     | _____.     |
| 0022                 | 203.0335<br>Debris Containment Over Waterway (structure) 006. B-40-324            | 1.000<br>EACH                  | _____.     | _____.     |
| 0024                 | 204.0100<br>Removing Concrete Pavement  | 1,200.000<br>SY                | _____.     | _____.     |
| 0026                 | 204.0115<br>Removing Asphaltic Surface Butt Joints                                | 225.000<br>SY                  | _____.     | _____.     |



## Proposal Schedule of Items

Page 2 of 22

Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0028                 | 204.0120<br>Removing Asphaltic Surface Milling  | 296,323.000<br>SY              | _____.     | _____.     |
| 0030                 | 204.0126.S<br>Removing Asphaltic Longitudinal Notched Wedge Joint Milling                         | 9,630.000<br>LF                | _____.     | _____.     |
| 0032                 | 204.0150<br>Removing Curb & Gutter  | 1,139.000<br>LF                | _____.     | _____.     |
| 0034                 | 204.0155<br>Removing Concrete Sidewalk  | 1,384.000<br>SY                | _____.     | _____.     |
| 0036                 | 204.0165<br>Removing Guardrail  | 826.000<br>LF                  | _____.     | _____.     |
| 0038                 | 204.0175<br>Removing Concrete Slope Paving  | 576.000<br>SY                  | _____.     | _____.     |
| 0040                 | 204.0190<br>Removing Surface Drains   | 1.000<br>EACH                  | _____.     | _____.     |
| 0042                 | 204.0195<br>Removing Concrete Bases   | 36.000<br>EACH                 | _____.     | _____.     |
| 0044                 | 204.0220<br>Removing Inlets   | 1.000<br>EACH                  | _____.     | _____.     |
| 0046                 | 204.9060.S<br>Removing (item description) 001. Concrete Column Jacketing                          | 25.000<br>EACH                 | _____.     | _____.     |
| 0048                 | 204.9060.S<br>Removing (item description) 002. Deck Drains  | 3.000<br>EACH                  | _____.     | _____.     |
| 0050                 | 204.9060.S<br>Removing (item description) 101. Lighting Units                                     | 11.000<br>EACH                 | _____.     | _____.     |
| 0052                 | 204.9060.S<br>Removing (item description) 301. Traffic Signals IH 41 Ramps & W Oklahoma Ave       | 1.000<br>EACH                  | _____.     | _____.     |
| 0054                 | 204.9060.S<br>Removing (item description) 302. Traffic Signals IH 41 SB Off Ramp & W. Lincoln Ave | 1.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

Page 3 of 22

Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0056                 | 204.9060.S<br>Removing (item description) 303. Traffic Signals IH 41 NB Off Ramp & W. National Ave | 1.000<br>EACH                  | _____.     | _____.     |
| 0058                 | 204.9060.S<br>Removing (item description) 304. Traffic Signals IH 41 Ramps & W. National Ave       | 1.000<br>EACH                  | _____.     | _____.     |
| 0060                 | 204.9180.S<br>Removing (item description) 001. Removing Concrete Channel                           | 33.000<br>SY                   | _____.     | _____.     |
| 0062                 | 205.0100<br>Excavation Common  | 122.000<br>CY                  | _____.     | _____.     |
| 0064                 | 206.1001<br>Excavation for Structures Bridges (structure) 003. B-40-302                            | 1.000<br>EACH                  | _____.     | _____.     |
| 0066                 | 208.0100<br>Borrow   | 32.000<br>CY                   | _____.     | _____.     |
| 0068                 | 209.0200.S<br>Backfill Controlled Low Strength   | 4.000<br>CY                    | _____.     | _____.     |
| 0070                 | 210.1500<br>Backfill Structure Type A  | 45.000<br>TON                  | _____.     | _____.     |
| 0072                 | 211.0201<br>Prepare Foundation for Concrete Pavement (project) 001. 1100-05-73                     | 1.000<br>EACH                  | _____.     | _____.     |
| 0074                 | 213.0100<br>Finishing Roadway (project) 001. 1090-03-75  | 1.000<br>EACH                  | _____.     | _____.     |
| 0076                 | 213.0100<br>Finishing Roadway (project) 002. 1100-05-73  | 1.000<br>EACH                  | _____.     | _____.     |
| 0078                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch  | 106.000<br>TON                 | _____.     | _____.     |
| 0080                 | 390.0100<br>Removing Pavement for Base Patching  | 9,603.000<br>CY                | _____.     | _____.     |
| 0082                 | 390.0405<br>Base Patching Concrete SHES  | 9,603.000<br>CY                | _____.     | _____.     |





## Proposal Schedule of Items

Page 4 of 22

Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                               | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0084                 | 416.0610<br>Drilled Tie Bars                      | 12,414.000<br>EACH             | _____.     | _____.     |
| 0086                 | 416.0620<br>Drilled Dowel Bars                    | 42,661.000<br>EACH             | _____.     | _____.     |
| 0088                 | 416.1710<br>Concrete Pavement Repair              | 177.000<br>SY                  | _____.     | _____.     |
| 0090                 | 416.1715<br>Concrete Pavement Repair SHES         | 90.000<br>SY                   | _____.     | _____.     |
| 0092                 | 416.1720<br>Concrete Pavement Replacement         | 1,930.000<br>SY                | _____.     | _____.     |
| 0094                 | 416.1725<br>Concrete Pavement Replacement SHES    | 653.000<br>SY                  | _____.     | _____.     |
| 0096                 | 455.0605<br>Tack Coat                             | 35,407.000<br>GAL              | _____.     | _____.     |
| 0098                 | 460.0115.S<br>HMA Pavement Test Strip Volumetrics | 1.000<br>EACH                  | _____.     | _____.     |
| 0100                 | 460.0120.S<br>HMA Pavement Test Strip Density     | 2.000<br>EACH                  | _____.     | _____.     |
| 0102                 | 460.2000<br>Incentive Density HMA Pavement        | 33,690.000<br>DOL              | 1.00000    | 33,690.00  |
| 0104                 | 460.6426<br>HMA Pavement 6 MT 58-28 H             | 247.000<br>TON                 | _____.     | _____.     |
| 0106                 | 460.7625<br>HMA Pavement 5 HT 58-28 V             | 138.000<br>TON                 | _____.     | _____.     |
| 0108                 | 460.8625<br>HMA Pavement 5 SMA 58-28 V            | 52,671.000<br>TON              | _____.     | _____.     |
| 0110                 | 460.9000.S<br>Material Transfer Vehicle           | 1.000<br>EACH                  | _____.     | _____.     |
| 0112                 | 465.0110<br>Asphaltic Surface Patching            | 50.000<br>TON                  | _____.     | _____.     |
| 0114                 | 465.0315<br>Asphaltic Flumes                      | 8.000<br>SY                    | _____.     | _____.     |



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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0116                 | 495.1000.S<br>Cold Patch  | 5.000<br>TON                   | _____.     | _____.     |
| 0118                 | 502.0100<br>Concrete Masonry Bridges                                  | 66.000<br>CY                   | _____.     | _____.     |
| 0120                 | 502.3101<br>Expansion Device  | 80.000<br>LF                   | _____.     | _____.     |
| 0122                 | 502.3200<br>Protective Surface Treatment                              | 1,520.000<br>SY                | _____.     | _____.     |
| 0124                 | 502.3205<br>Pigmented Surface Sealer Reseal                           | 4,367.000<br>SY                | _____.     | _____.     |
| 0126                 | 502.3210<br>Pigmented Surface Sealer                                  | 22.000<br>SY                   | _____.     | _____.     |
| 0128                 | 502.3215<br>Protective Surface Treatment Reseal                       | 164.000<br>SY                  | _____.     | _____.     |
| 0130                 | 502.4110<br>Adhesive Anchors 1 1/4-inch                               | 12.000<br>EACH                 | _____.     | _____.     |
| 0132                 | 502.4205<br>Adhesive Anchors No. 5 Bar                                | 96.000<br>EACH                 | _____.     | _____.     |
| 0134                 | 505.0400<br>Bar Steel Reinforcement HS Structures                     | 3,150.000<br>LB                | _____.     | _____.     |
| 0136                 | 505.0600<br>Bar Steel Reinforcement HS Coated Structures              | 6,430.000<br>LB                | _____.     | _____.     |
| 0138                 | 506.2610<br>Bearing Pads Elastomeric Laminated                        | 18.000<br>EACH                 | _____.     | _____.     |
| 0140                 | 506.5000<br>Bearing Assemblies Fixed (structure)<br>001. B-40-304     | 2.000<br>EACH                  | _____.     | _____.     |
| 0142                 | 506.5000<br>Bearing Assemblies Fixed (structure)<br>002. B-40-305     | 2.000<br>EACH                  | _____.     | _____.     |
| 0144                 | 506.6000<br>Bearing Assemblies Expansion<br>(structure) 001. B-40-305 | 2.000<br>EACH                  | _____.     | _____.     |



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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0146                 | 506.7050.S<br>Removing Bearings (structure) 001. B-40-304        | 4.000<br>EACH                  | _____.     | _____.     |
| 0148                 | 506.7050.S<br>Removing Bearings (structure) 002. B-40-305        | 4.000<br>EACH                  | _____.     | _____.     |
| 0150                 | 506.7050.S<br>Removing Bearings (structure) 003. B-40-322        | 8.000<br>EACH                  | _____.     | _____.     |
| 0152                 | 506.7050.S<br>Removing Bearings (structure) 004. B-40-323        | 8.000<br>EACH                  | _____.     | _____.     |
| 0154                 | 509.0301<br>Preparation Decks Type 1                             | 749.000<br>SY                  | _____.     | _____.     |
| 0156                 | 509.0302<br>Preparation Decks Type 2                             | 305.000<br>SY                  | _____.     | _____.     |
| 0158                 | 509.0310.S<br>Sawing Pavement Deck Preparation Areas             | 4,050.000<br>LF                | _____.     | _____.     |
| 0160                 | 509.0505.S<br>Cleaning Decks to Reapply Concrete Masonry Overlay | 1,475.000<br>SY                | _____.     | _____.     |
| 0162                 | 509.1000<br>Joint Repair   | 44.000<br>SY                   | _____.     | _____.     |
| 0164                 | 509.1200<br>Curb Repair  | 331.000<br>LF                  | _____.     | _____.     |
| 0166                 | 509.1500<br>Concrete Surface Repair                              | 4,755.000<br>SF                | _____.     | _____.     |
| 0168                 | 509.2000<br>Full-Depth Deck Repair                               | 14.000<br>SY                   | _____.     | _____.     |
| 0170                 | 509.2100.S<br>Concrete Masonry Deck Repair                       | 12.000<br>CY                   | _____.     | _____.     |
| 0172                 | 509.2500<br>Concrete Masonry Overlay Decks                       | 187.000<br>CY                  | _____.     | _____.     |



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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0174                 | 509.9005.S<br>Removing Concrete Masonry Deck Overlay (structure) 001. B-40-322   | 796.000<br>SY                  | _____.     | _____.     |
| 0176                 | 509.9005.S<br>Removing Concrete Masonry Deck Overlay (structure) 002. B-40-323   | 691.000<br>SY                  | _____.     | _____.     |
| 0178                 | 509.9010.S<br>Removing Asphaltic Concrete Deck Overlay (structure) 001. B-40-301 | 453.000<br>SY                  | _____.     | _____.     |
| 0180                 | 509.9010.S<br>Removing Asphaltic Concrete Deck Overlay (structure) 002. B-40-302 | 453.000<br>SY                  | _____.     | _____.     |
| 0182                 | 509.9015.S<br>Removing Polymer Overlay (structure) 001. B-40-324                 | 2,092.000<br>SY                | _____.     | _____.     |
| 0184                 | 511.1200<br>Temporary Shoring (structure) 001. B-40-302                          | 158.000<br>SF                  | _____.     | _____.     |
| 0186                 | 513.9006.S<br>Removing and Resetting Tubular Railing (structure) 001. B-40-302   | 1.000<br>EACH                  | _____.     | _____.     |
| 0188                 | 514.0460<br>Floor Drains Type H  | 3.000<br>EACH                  | _____.     | _____.     |
| 0190                 | 514.2625<br>Downspout 6-Inch   | 12.000<br>LF                   | _____.     | _____.     |
| 0192                 | 516.0500<br>Rubberized Membrane Waterproofing                                    | 2.000<br>SY                    | _____.     | _____.     |
| 0194                 | 516.0600.S<br>Sheet Membrane Waterproofing for Asphalt Overlays                  | 906.000<br>SY                  | _____.     | _____.     |
| 0196                 | 517.1801.S<br>Structure Repainting Recycled Abrasive (structure) 001. B-40-304   | 1.000<br>EACH                  | _____.     | _____.     |
| 0198                 | 517.1801.S<br>Structure Repainting Recycled Abrasive (structure) 002. B-40-305   | 1.000<br>EACH                  | _____.     | _____.     |



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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0200                 | 517.4501.S<br>Negative Pressure Containment and Collection of Waste Materials (structure) 001. B-40-304 | 1.000<br>EACH                  | _____.     | _____.     |
| 0202                 | 517.4501.S<br>Negative Pressure Containment and Collection of Waste Materials (structure) 002. B-40-305 | 1.000<br>EACH                  | _____.     | _____.     |
| 0204                 | 517.6001.S<br>Portable Decontamination Facility   | 2.000<br>EACH                  | _____.     | _____.     |
| 0206                 | 601.0331<br>Concrete Curb & Gutter 31-Inch  | 525.000<br>LF                  | _____.     | _____.     |
| 0208                 | 601.0600<br>Concrete Curb Pedestrian  | 30.000<br>LF                   | _____.     | _____.     |
| 0210                 | 602.0410<br>Concrete Sidewalk 5-Inch  | 8,147.000<br>SF                | _____.     | _____.     |
| 0212                 | 602.0505<br>Curb Ramp Detectable Warning Field Yellow   | 398.000<br>SF                  | _____.     | _____.     |
| 0214                 | 602.0605<br>Curb Ramp Detectable Warning Field Radial Yellow  | 96.000<br>SF                   | _____.     | _____.     |
| 0216                 | 603.1136<br>Concrete Barrier Type S36   | 34.000<br>LF                   | _____.     | _____.     |
| 0218                 | 604.0400<br>Slope Paving Concrete   | 576.000<br>SY                  | _____.     | _____.     |
| 0220                 | 606.0200<br>Riprap Medium   | 8.000<br>CY                    | _____.     | _____.     |
| 0222                 | 606.0300<br>Riprap Heavy  | 199.000<br>CY                  | _____.     | _____.     |
| 0224                 | 611.0642<br>Inlet Covers Type MS  | 2.000<br>EACH                  | _____.     | _____.     |
| 0226                 | 611.3902<br>Inlets Median 2 Grate   | 1.000<br>EACH                  | _____.     | _____.     |



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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0228                 | 612.0406<br>Pipe Underdrain Wrapped 6-Inch                                    | 26.000<br>LF                   | _____.     | _____.     |
| 0230                 | 614.0397<br>Guardrail Mow Strip Emulsified Asphalt                            | 324.000<br>SY                  | _____.     | _____.     |
| 0232                 | 614.2500<br>MGS Thrie Beam Transition   | 355.000<br>LF                  | _____.     | _____.     |
| 0234                 | 614.2610<br>MGS Guardrail Terminal EAT  | 9.000<br>EACH                  | _____.     | _____.     |
| 0236                 | 618.0100<br>Maintenance and Repair of Haul Roads<br>(project) 001. 1090-03-75 | 1.000<br>EACH                  | _____.     | _____.     |
| 0238                 | 618.0100<br>Maintenance and Repair of Haul Roads<br>(project) 002. 1100-05-73 | 1.000<br>EACH                  | _____.     | _____.     |
| 0240                 | 619.1000<br>Mobilization  | 1.000<br>EACH                  | _____.     | _____.     |
| 0242                 | 620.0300<br>Concrete Median Sloped Nose                                       | 264.000<br>SF                  | _____.     | _____.     |
| 0244                 | 625.0100<br>Topsoil   | 21,918.000<br>SY               | _____.     | _____.     |
| 0246                 | 628.1504<br>Silt Fence  | 1,218.000<br>LF                | _____.     | _____.     |
| 0248                 | 628.1520<br>Silt Fence Maintenance  | 1,218.000<br>LF                | _____.     | _____.     |
| 0250                 | 628.2008<br>Erosion Mat Urban Class I Type B                                  | 21,635.000<br>SY               | _____.     | _____.     |
| 0252                 | 628.7005<br>Inlet Protection Type A   | 9.000<br>EACH                  | _____.     | _____.     |
| 0254                 | 628.7020<br>Inlet Protection Type D   | 574.000<br>EACH                | _____.     | _____.     |
| 0256                 | 628.7555<br>Culvert Pipe Checks   | 48.000<br>EACH                 | _____.     | _____.     |



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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                              | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0258                 | 629.0210<br>Fertilizer Type B                    | 10.800<br>CWT                  | _____.     | _____.     |
| 0260                 | 630.0120<br>Seeding Mixture No. 20               | 41.000<br>LB                   | _____.     | _____.     |
| 0262                 | 630.0160<br>Seeding Mixture No. 60               | 781.000<br>LB                  | _____.     | _____.     |
| 0264                 | 630.0170<br>Seeding Mixture No. 70               | 151.000<br>LB                  | _____.     | _____.     |
| 0266                 | 630.0200<br>Seeding Temporary                    | 30.000<br>LB                   | _____.     | _____.     |
| 0268                 | 630.0500<br>Seed Water                           | 485.000<br>MGAL                | _____.     | _____.     |
| 0270                 | 631.0300<br>Sod Water                            | 7.000<br>MGAL                  | _____.     | _____.     |
| 0272                 | 631.1000<br>Sod Lawn                             | 285.000<br>SY                  | _____.     | _____.     |
| 0274                 | 634.0618<br>Posts Wood 4x6-Inch X 18-FT          | 80.000<br>EACH                 | _____.     | _____.     |
| 0276                 | 634.0622<br>Posts Wood 4x6-Inch X 22-FT          | 2.000<br>EACH                  | _____.     | _____.     |
| 0278                 | 634.0814<br>Posts Tubular Steel 2x2-Inch X 14-FT | 2.000<br>EACH                  | _____.     | _____.     |
| 0280                 | 637.2210<br>Signs Type II Reflective H           | 849.780<br>SF                  | _____.     | _____.     |
| 0282                 | 637.2215<br>Signs Type II Reflective H Folding   | 246.420<br>SF                  | _____.     | _____.     |
| 0284                 | 637.2230<br>Signs Type II Reflective F           | 239.500<br>SF                  | _____.     | _____.     |
| 0286                 | 638.2102<br>Moving Signs Type II                 | 4.000<br>EACH                  | _____.     | _____.     |
| 0288                 | 638.2602<br>Removing Signs Type II               | 110.000<br>EACH                | _____.     | _____.     |



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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                      | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0290                 | 638.3000<br>Removing Small Sign Supports                 | 70.000<br>EACH                 | _____.     | _____.     |
| 0292                 | 643.0300<br>Traffic Control Drums                        | 164,445.000<br>DAY             | _____.     | _____.     |
| 0294                 | 643.0410<br>Traffic Control Barricades Type II           | 206.000<br>DAY                 | _____.     | _____.     |
| 0296                 | 643.0420<br>Traffic Control Barricades Type III          | 21,955.000<br>DAY              | _____.     | _____.     |
| 0298                 | 643.0705<br>Traffic Control Warning Lights Type A        | 42,403.000<br>DAY              | _____.     | _____.     |
| 0300                 | 643.0715<br>Traffic Control Warning Lights Type C        | 59,873.000<br>DAY              | _____.     | _____.     |
| 0302                 | 643.0800<br>Traffic Control Arrow Boards                 | 2,754.000<br>DAY               | _____.     | _____.     |
| 0304                 | 643.0900<br>Traffic Control Signs                        | 84,398.000<br>DAY              | _____.     | _____.     |
| 0306                 | 643.0920<br>Traffic Control Covering Signs Type II       | 1,409.000<br>EACH              | _____.     | _____.     |
| 0308                 | 643.1050<br>Traffic Control Signs PCMS                   | 860.000<br>DAY                 | _____.     | _____.     |
| 0310                 | 643.1205.S<br>Basic Traffic Queue Warning System         | 575.000<br>DAY                 | _____.     | _____.     |
| 0312                 | 643.3150<br>Temporary Marking Line Removable Tape 4-Inch | 3,469.000<br>LF                | _____.     | _____.     |
| 0314                 | 643.3170<br>Temporary Marking Line Epoxy 6-Inch          | 132,007.000<br>LF              | _____.     | _____.     |
| 0316                 | 643.3175<br>Temporary Marking Line Black Epoxy 6-Inch    | 24,592.000<br>LF               | _____.     | _____.     |
| 0318                 | 643.3270<br>Temporary Marking Line Epoxy 10-Inch         | 17,218.000<br>LF               | _____.     | _____.     |





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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                       | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0320                 | 643.3275<br>Temporary Marking Line Black Epoxy 10-Inch    | 2,859.000<br>LF                | _____.     | _____.     |
| 0322                 | 643.3320<br>Temporary Marking Crosswalk Epoxy 6-inch      | 1,194.000<br>LF                | _____.     | _____.     |
| 0324                 | 643.3520<br>Temporary Marking Arrow Epoxy                 | 39.000<br>EACH                 | _____.     | _____.     |
| 0326                 | 643.3820<br>Temporary Marking Stop Line Epoxy 18-Inch     | 731.000<br>LF                  | _____.     | _____.     |
| 0328                 | 643.4100<br>Traffic Control Interim Lane Closure          | 465.000<br>EACH                | _____.     | _____.     |
| 0330                 | 643.5000<br>Traffic Control                               | 1.000<br>EACH                  | _____.     | _____.     |
| 0332                 | 644.1410<br>Temporary Pedestrian Surface Asphalt          | 323.000<br>SF                  | _____.     | _____.     |
| 0334                 | 644.1440<br>Temporary Pedestrian Surface Matting          | 39.000<br>SF                   | _____.     | _____.     |
| 0336                 | 644.1601<br>Temporary Pedestrian Curb Ramp                | 135.000<br>DAY                 | _____.     | _____.     |
| 0338                 | 644.1605<br>Temporary Pedestrian Detectable Warning Field | 96.000<br>SF                   | _____.     | _____.     |
| 0340                 | 644.1810<br>Temporary Pedestrian Barricade                | 660.000<br>LF                  | _____.     | _____.     |
| 0342                 | 645.0120<br>Geotextile Type HR                            | 406.000<br>SY                  | _____.     | _____.     |
| 0344                 | 646.2020<br>Marking Line Epoxy 6-Inch                     | 3,684.000<br>LF                | _____.     | _____.     |
| 0346                 | 646.2025<br>Marking Line Grooved Black Epoxy 6-Inch       | 24,592.000<br>LF               | _____.     | _____.     |



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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0348                 | 646.2040<br>Marking Line Grooved Wet Ref Epoxy 6-Inch      | 109,805.000<br>LF              | _____.     | _____.     |
| 0350                 | 646.2050<br>Marking Line Grooved Permanent Tape 6-Inch     | 22,598.000<br>LF               | _____.     | _____.     |
| 0352                 | 646.4020<br>Marking Line Epoxy 10-Inch                     | 760.000<br>LF                  | _____.     | _____.     |
| 0354                 | 646.4025<br>Marking Line Grooved Black Epoxy 10-Inch       | 2,859.000<br>LF                | _____.     | _____.     |
| 0356                 | 646.4040<br>Marking Line Grooved Wet Ref Epoxy 10-Inch     | 14,690.000<br>LF               | _____.     | _____.     |
| 0358                 | 646.4050<br>Marking Line Grooved Permanent Tape 10-Inch    | 2,528.000<br>LF                | _____.     | _____.     |
| 0360                 | 646.5020<br>Marking Arrow Epoxy                            | 39.000<br>EACH                 | _____.     | _____.     |
| 0362                 | 646.5120<br>Marking Word Epoxy                             | 12.000<br>EACH                 | _____.     | _____.     |
| 0364                 | 646.5220<br>Marking Symbol Epoxy                           | 13.000<br>EACH                 | _____.     | _____.     |
| 0366                 | 646.6120<br>Marking Stop Line Epoxy 18-Inch                | 757.000<br>LF                  | _____.     | _____.     |
| 0368                 | 646.7120<br>Marking Diagonal Epoxy 12-Inch                 | 4,478.000<br>LF                | _____.     | _____.     |
| 0370                 | 646.7220<br>Marking Chevron Epoxy 24-Inch                  | 2,078.000<br>LF                | _____.     | _____.     |
| 0372                 | 646.7420<br>Marking Crosswalk Epoxy Transverse Line 6-Inch | 1,261.000<br>LF                | _____.     | _____.     |
| 0374                 | 646.8120<br>Marking Curb Epoxy                             | 1,404.000<br>LF                | _____.     | _____.     |



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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0376                 | 646.8220<br>Marking Island Nose Epoxy                                   | 17.000<br>EACH                 | _____.     | _____.     |
| 0378                 | 646.8320<br>Marking Parking Stall Epoxy                                 | 11,731.000<br>LF               | _____.     | _____.     |
| 0380                 | 646.9010<br>Marking Removal Line Water Blasting 4-Inch                  | 2,582.000<br>LF                | _____.     | _____.     |
| 0382                 | 646.9055<br>Marking Removal Line Grooved Contrast Permanent Tape 4-Inch | 910.000<br>LF                  | _____.     | _____.     |
| 0384                 | 646.9155<br>Marking Removal Line Grooved Contrast Permanent Tape 8-Inch | 1,125.000<br>LF                | _____.     | _____.     |
| 0386                 | 652.0225<br>Conduit Rigid Nonmetallic Schedule 40 2-Inch                | 2,588.000<br>LF                | _____.     | _____.     |
| 0388                 | 652.0235<br>Conduit Rigid Nonmetallic Schedule 40 3-Inch                | 1,788.000<br>LF                | _____.     | _____.     |
| 0390                 | 652.0605<br>Conduit Special 2-Inch                                      | 309.000<br>LF                  | _____.     | _____.     |
| 0392                 | 652.0615<br>Conduit Special 3-Inch                                      | 3,142.000<br>LF                | _____.     | _____.     |
| 0394                 | 652.0800<br>Conduit Loop Detector                                       | 3,668.000<br>LF                | _____.     | _____.     |
| 0396                 | 653.0135<br>Pull Boxes Steel 24x36-Inch                                 | 15.000<br>EACH                 | _____.     | _____.     |
| 0398                 | 653.0140<br>Pull Boxes Steel 24x42-Inch                                 | 39.000<br>EACH                 | _____.     | _____.     |
| 0400                 | 653.0222<br>Junction Boxes 18x12x6-Inch                                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0402                 | 653.0905<br>Removing Pull Boxes   | 30.000<br>EACH                 | _____.     | _____.     |
| 0404                 | 654.0101<br>Concrete Bases Type 1                                       | 22.000<br>EACH                 | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0406                 | 654.0102<br>Concrete Bases Type 2  | 1.000<br>EACH                  | _____.     | _____.     |
| 0408                 | 654.0110<br>Concrete Bases Type 10   | 5.000<br>EACH                  | _____.     | _____.     |
| 0410                 | 654.0120<br>Concrete Bases Type 10-Special   | 2.000<br>EACH                  | _____.     | _____.     |
| 0412                 | 654.0217<br>Concrete Control Cabinet Bases Type 9 Special  | 2.000<br>EACH                  | _____.     | _____.     |
| 0414                 | 655.0240<br>Cable Traffic Signal 7-14 AWG  | 3,520.000<br>LF                | _____.     | _____.     |
| 0416                 | 655.0260<br>Cable Traffic Signal 12-14 AWG   | 3,790.000<br>LF                | _____.     | _____.     |
| 0418                 | 655.0320<br>Cable Type UF 2-10 AWG Grounded  | 1,651.000<br>LF                | _____.     | _____.     |
| 0420                 | 655.0515<br>Electrical Wire Traffic Signals 10 AWG   | 3,312.000<br>LF                | _____.     | _____.     |
| 0422                 | 655.0610<br>Electrical Wire Lighting 12 AWG  | 100.000<br>LF                  | _____.     | _____.     |
| 0424                 | 655.0620<br>Electrical Wire Lighting 8 AWG   | 1,420.000<br>LF                | _____.     | _____.     |
| 0426                 | 655.0700<br>Loop Detector Lead In Cable  | 8,790.000<br>LF                | _____.     | _____.     |
| 0428                 | 655.0800<br>Loop Detector Wire   | 12,450.000<br>LF               | _____.     | _____.     |
| 0430                 | 655.0900<br>Traffic Signal EVP Detector Cable  | 2,293.000<br>LF                | _____.     | _____.     |
| 0432                 | 656.0201<br>Electrical Service Meter Breaker Pedestal (location) 301. IH 41 Ramps & Oklahoma Ave | 1.000<br>EACH                  | _____.     | _____.     |
| 0434                 | 657.0100<br>Pedestal Bases   | 24.000<br>EACH                 | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0436                 | 657.0255<br>Transformer Bases Breakaway 11 1/2-Inch Bolt Circle                         | 1.000<br>EACH                  | _____.     | _____.     |
| 0438                 | 657.0310<br>Poles Type 3  | 1.000<br>EACH                  | _____.     | _____.     |
| 0440                 | 657.0420<br>Traffic Signal Standards Aluminum 13-FT                                     | 14.000<br>EACH                 | _____.     | _____.     |
| 0442                 | 657.0425<br>Traffic Signal Standards Aluminum 15-FT                                     | 3.000<br>EACH                  | _____.     | _____.     |
| 0444                 | 657.0430<br>Traffic Signal Standards Aluminum 10-FT                                     | 7.000<br>EACH                  | _____.     | _____.     |
| 0446                 | 657.0609<br>Luminaire Arms Single Member 4-Inch Clamp 6-FT                              | 1.000<br>EACH                  | _____.     | _____.     |
| 0448                 | 658.0173<br>Traffic Signal Face 3S 12-Inch  | 34.000<br>EACH                 | _____.     | _____.     |
| 0450                 | 658.0174<br>Traffic Signal Face 4S 12-Inch  | 3.000<br>EACH                  | _____.     | _____.     |
| 0452                 | 658.0416<br>Pedestrian Signal Face 16-Inch  | 14.000<br>EACH                 | _____.     | _____.     |
| 0454                 | 658.0500<br>Pedestrian Push Buttons   | 13.000<br>EACH                 | _____.     | _____.     |
| 0456                 | 658.5070<br>Signal Mounting Hardware (location) 001. IH 41 Ramps & Oklahoma Ave         | 1.000<br>EACH                  | _____.     | _____.     |
| 0458                 | 658.5070<br>Signal Mounting Hardware (location) 002. IH 41 SB Off Ramp & W Lincoln Ave  | 1.000<br>EACH                  | _____.     | _____.     |
| 0460                 | 658.5070<br>Signal Mounting Hardware (location) 003. IH 41 NB Off Ramp & W National Ave | 1.000<br>EACH                  | _____.     | _____.     |
| 0462                 | 659.0601<br>Underdeck Lighting (structure) 001. B-40-119 & 120                          | 1.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0464                 | 659.1125<br>Luminaires Utility LED C  | 7.000<br>EACH                  | _____.     | _____.     |
| 0466                 | 659.1215<br>Luminaires Underdeck LED C  | 4.000<br>EACH                  | _____.     | _____.     |
| 0468                 | 659.5000.S<br>Lamp, Ballast, LED, Switch Disposal by Contractor   | 68.000<br>EACH                 | _____.     | _____.     |
| 0470                 | 661.0201<br>Temporary Traffic Signals for Intersections (location) 301. IH 41 SB Ramps & Oklahoma Ave       | 1.000<br>EACH                  | _____.     | _____.     |
| 0472                 | 661.0201<br>Temporary Traffic Signals for Intersections (location) 302. IH 41 NB Ramps & Oklahoma Ave       | 1.000<br>EACH                  | _____.     | _____.     |
| 0474                 | 661.0201<br>Temporary Traffic Signals for Intersections (location) 303. IH 41 NB Off Ramp & W. National Ave | 1.000<br>EACH                  | _____.     | _____.     |
| 0476                 | 661.0201<br>Temporary Traffic Signals for Intersections (location) 304. S. 124th St & W. Layton Ave         | 1.000<br>EACH                  | _____.     | _____.     |
| 0478                 | 661.0300<br>Generators  | 3.000<br>DAY                   | _____.     | _____.     |
| 0480                 | 670.0101<br>Field System Integrator   | 1.000<br>EACH                  | _____.     | _____.     |
| 0482                 | 670.0201<br>ITS Documentation   | 1.000<br>EACH                  | _____.     | _____.     |
| 0484                 | 674.0300<br>Remove Cable  | 290.000<br>LF                  | _____.     | _____.     |
| 0486                 | 674.0400<br>Reinstall Cable   | 245.000<br>LF                  | _____.     | _____.     |
| 0488                 | 690.0150<br>Sawing Asphalt  | 42.000<br>LF                   | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0490                 | 690.0250<br>Sawing Concrete  | 75,018.000<br>LF               | _____.     | _____.     |
| 0492                 | 715.0502<br>Incentive Strength Concrete Structures                           | 3,594.000<br>DOL               | 1.00000    | 3,594.00   |
| 0494                 | 715.0603<br>Incentive Strength Concrete Barrier                              | 17.000<br>DOL                  | 1.00000    | 17.00      |
| 0496                 | 740.0440<br>Incentive IRI Ride   | 7,220.000<br>DOL               | 1.00000    | 7,220.00   |
| 0498                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR                      | 3,600.000<br>HRS               | 5.00000    | 18,000.00  |
| 0500                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR                        | 6,000.000<br>HRS               | 5.00000    | 30,000.00  |
| 0502                 | SPV.0035<br>Special 400. Polyester Polymer Concrete Deck Repair              | 28.000<br>CY                   | _____.     | _____.     |
| 0504                 | SPV.0035<br>Special 401. Rapid Set Deck Repair                               | 3.000<br>CY                    | _____.     | _____.     |
| 0506                 | SPV.0060<br>Special 001. Handrail and Guardrail Extension                    | 2.000<br>EACH                  | _____.     | _____.     |
| 0508                 | SPV.0060<br>Special 002. Adjusting Water Valve Boxes - Milwaukee Water Works | 3.000<br>EACH                  | _____.     | _____.     |
| 0510                 | SPV.0060<br>Special 003. Adjusting Water Valve Boxes - City of West Allis    | 4.000<br>EACH                  | _____.     | _____.     |
| 0512                 | SPV.0060<br>Special 004. Reconnect Storm Sewer Laterals                      | 1.000<br>EACH                  | _____.     | _____.     |
| 0514                 | SPV.0060<br>Special 005. Field Facilities Office Space                       | 1.000<br>EACH                  | _____.     | _____.     |
| 0516                 | SPV.0060<br>Special 006. Traffic Control Close-Open Freeway Entrance Ramp    | 435.000<br>EACH                | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0518                 | SPV.0060<br>Special 007. Traffic Control Close-Open Freeway to Freeway System Ramp | 294.000<br>EACH                | _____.     | _____.     |
| 0520                 | SPV.0060<br>Special 008. Traffic Control Full Freeway Closure                      | 5.000<br>EACH                  | _____.     | _____.     |
| 0522                 | SPV.0060<br>Special 010. Survey Project 1090-03-75                                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0524                 | SPV.0060<br>Special 011. Survey Project 1100-05-73                                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0526                 | SPV.0060<br>Special 012. Mobilizations Emergency Pavement Repair                   | 2.000<br>EACH                  | _____.     | _____.     |
| 0528                 | SPV.0060<br>Special 200. Salvaging Type 1 Advance Flasher Assemblies               | 2.000<br>EACH                  | _____.     | _____.     |
| 0530                 | SPV.0060<br>Special 201. Install Salvaged Type 1 Advance Flasher Assembly          | 2.000<br>EACH                  | _____.     | _____.     |
| 0532                 | SPV.0060<br>Special 202. Store Cable   | 1.000<br>EACH                  | _____.     | _____.     |
| 0534                 | SPV.0060<br>Special 300. Install Poles Type 9                                      | 2.000<br>EACH                  | _____.     | _____.     |
| 0536                 | SPV.0060<br>Special 301. Install Poles Type 10                                     | 3.000<br>EACH                  | _____.     | _____.     |
| 0538                 | SPV.0060<br>Special 302. Install Poles Type 9 Special                              | 2.000<br>EACH                  | _____.     | _____.     |
| 0540                 | SPV.0060<br>Special 303. Install Monotube Arms 25-FT                               | 2.000<br>EACH                  | _____.     | _____.     |
| 0542                 | SPV.0060<br>Special 304. Install Monotube Arms 30-FT                               | 3.000<br>EACH                  | _____.     | _____.     |
| 0544                 | SPV.0060<br>Special 305. Install Monotube Arms 35-FT Type 9/10 Spec Pole           | 1.000<br>EACH                  | _____.     | _____.     |





## Proposal Schedule of Items

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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0546                 | SPV.0060<br>Special 306. Install Monotube Arms 40-FT Type 9/10 Spec Pole                              | 1.000<br>EACH                  | _____.     | _____.     |
| 0548                 | SPV.0060<br>Special 307. Install Luminaire Arms Steel 15-FT   | 6.000<br>EACH                  | _____.     | _____.     |
| 0550                 | SPV.0060<br>Special 308. Transport & Install State-Furnished Traf Sig Cabinet IH41 Ramps&Oklahoma Ave | 2.000<br>EACH                  | _____.     | _____.     |
| 0552                 | SPV.0060<br>Special 309. Transport Traf Sig & Intersection Light Matl IH41 Ramps & Oklahoma Ave       | 1.000<br>EACH                  | _____.     | _____.     |
| 0554                 | SPV.0060<br>Special 310. Transport Traf Sig&Intersection Light Matl IH 41 NB Off Ramp&W. National Ave | 1.000<br>EACH                  | _____.     | _____.     |
| 0556                 | SPV.0060<br>Special 311. Temporary Infrared EVP System IH41 NB Off Ramp & W. National Ave             | 1.000<br>EACH                  | _____.     | _____.     |
| 0558                 | SPV.0060<br>Special 312. Transport & Install SF EVP Detector Heads IH 41 Ramps & Oklahoma Ave         | 1.000<br>EACH                  | _____.     | _____.     |
| 0560                 | SPV.0060<br>Special 313. Transport & Install SF EVP Detector Heads IH 41 NB Off Ramp& W. National Ave | 1.000<br>EACH                  | _____.     | _____.     |
| 0562                 | SPV.0060<br>Special 314. Remove, Salvage & Reinstall FO Interconnect IH 41 & Ramps & Oklahoma Ave     | 1.000<br>EACH                  | _____.     | _____.     |
| 0564                 | SPV.0060<br>Special 315. Install State-Furnished Video Detection System S. 124th St & W. Layton Ave   | 1.000<br>EACH                  | _____.     | _____.     |
| 0566                 | SPV.0060<br>Special 400. Embedded Galvanic Anodes   | 351.000<br>EACH                | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0568                 | SPV.0060<br>Special 401. Cleaning and Painting Bearings                         | 28.000<br>EACH                 | _____.     | _____.     |
| 0570                 | SPV.0060<br>Special 402. Deck Drain Cleaning                                    | 14.000<br>EACH                 | _____.     | _____.     |
| 0572                 | SPV.0060<br>Special 403. Fence Repair   | 2.000<br>EACH                  | _____.     | _____.     |
| 0574                 | SPV.0060<br>Special 404. Cleaning and Painting Pin and Hanger Assemblies        | 43.000<br>EACH                 | _____.     | _____.     |
| 0576                 | SPV.0060<br>Special 405. Bearing Maintenance<br>Special B-40-188                | 6.000<br>EACH                  | _____.     | _____.     |
| 0578                 | SPV.0060<br>Special 406. Cleaning and Sealing Concrete Girder Ends              | 55.000<br>EACH                 | _____.     | _____.     |
| 0580                 | SPV.0060<br>Special 407. Strapping B-40-303                                     | 1.000<br>EACH                  | _____.     | _____.     |
| 0582                 | SPV.0075<br>Special 001. Pavement Cleanup Project 1100-05-73                    | 200.000<br>HRS                 | _____.     | _____.     |
| 0584                 | SPV.0090<br>Special 001. Concrete Curb & Gutter 31-Inch, Modified               | 444.000<br>LF                  | _____.     | _____.     |
| 0586                 | SPV.0090<br>Special 002. Special Concrete Joint Repair                          | 5,000.000<br>LF                | _____.     | _____.     |
| 0588                 | SPV.0090<br>Special 101. City Furnished Electrical Cable Type 1#8/7#16 XLP, 5kV | 740.000<br>LF                  | _____.     | _____.     |
| 0590                 | SPV.0090<br>Special 400. Strip Seal Expansion Joint Gland Replacement           | 672.000<br>LF                  | _____.     | _____.     |
| 0592                 | SPV.0090<br>Special 401. Modular Expansion Joint Gland Replacement              | 123.000<br>LF                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0594                 | SPV.0165<br>Special 400. Removing Loose Concrete Overhead                      | 520.000<br>SF                  | _____.     | _____.     |
| 0596                 | SPV.0165<br>Special 401. Concrete Girder Repair                                | 94.000<br>SF                   | _____.     | _____.     |
| 0598                 | SPV.0165<br>Special 402. Fiber Wrap Reinforcing Non-Structural                 | 646.000<br>SF                  | _____.     | _____.     |
| 0600                 | SPV.0180<br>Special 001. Resin Binder High Friction Surface Treatment Modified | 29,593.000<br>SY               | _____.     | _____.     |
| 0602                 | SPV.0180<br>Special 400. High Friction Surface Treatment Polymer Overlay       | 2,547.000<br>SY                | _____.     | _____.     |
| 0604                 | SPV.0180<br>Special 401. Abutment Seat Cleaning and Sealing                    | 149.000<br>SY                  | _____.     | _____.     |
| 0606                 | SPV.0180<br>Special 402. Methacrylate Flood Seal                               | 7,842.000<br>SY                | _____.     | _____.     |
| 0608                 | SPV.0195<br>Special 001. HMA Longitudinal Joint Repair                         | 100.000<br>TON                 | _____.     | _____.     |
| 0610                 | SPV.0195<br>Special 002. HMA Transverse Joint Repair                           | 50.000<br>TON                  | _____.     | _____.     |
| Section: 0001        |  |                                | Total:     | _____.     |
|                      |  |                                | Total Bid: | _____.     |

**PLEASE ATTACH ADDENDA HERE**



## Wisconsin Department of Transportation

March 25, 2025

Division of Transportation Systems  
Development  
Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

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

### NOTICE TO ALL CONTRACTORS:

**Proposal #08: 1090-03-75, WISC 2025414**  
**IH 43 – Airport Freeway**  
**Hale I/C**  
**IH 43**  
**Milwaukee County**

**1100-05-73, WISC 2025415**  
**IH 41 Airport Freeway**  
**84<sup>th</sup> Street to N Lincoln Ave**  
**IH 41**  
**Milwaukee County**

### Letting of April 8, 2025

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

#### Special Provisions:

| Revised Special Provisions |   |
|----------------------------|---|
| Article No.                | Description   |
| 3                          | Prosecution and Progress                              |
| 7                          | Utilities   |
| 8                          | Work By Others  |
| 106                        | Resin Binder High Friction Surface Treatment Modified |

#### Schedule of Items:

| Revised Bid Item Quantities |   |      |                                  |                              |                               |
|-----------------------------|---|------|----------------------------------|------------------------------|-------------------------------|
| Bid Item                    | Item Description                                    | Unit | Proposal Total Prior to Addendum | Proposal Quantity Change (-) | Proposal Total After Addendum |
| SPV.0060.002                | Adjusting Water Valve Boxes – Milwaukee Water Works | EACH | 3                                | -1                           | 2                             |

| Added Bid Item Quantities |                          |      |                                  |                |                               |
|---------------------------|--------------------------|------|----------------------------------|----------------|-------------------------------|
| Bid Item                  | Item Description         | Unit | Proposal Total Prior to Addendum | Quantity Added | Proposal Total After Addendum |
| 201.0205                  | Grubbing                 | STA  | 0                                | 13             | 13                            |
| 611.8110                  | Adjusting Manhole Covers | EACH | 0                                | 3              | 3                             |

**Plan Sheets:**

| <b>Revised Plan Sheets</b> |  |
|----------------------------|--|
| Plan Sheet                 | Plan Sheet Title (brief description of changes to sheet)   |
| 7-24, 26                   | Updated typical sections to show milling and overlaying 1 ft from the existing concrete barrier (previously shown up to the barrier wall). |
| 126                        | Removed a water valve previously noted to be adjusted. This is not a water valve, it is a pull box.  |
| 217-221                    | Updated traffic control staging typical sections to match the change noted in the typical sections.  |
| 475                        | Added grubbing to Removals table.  |
| 483                        | Revised adjusting water valve quantities and added adjusting manhole covers.   |
| 501                        | Revised offset of signal pole (SB6) to provide more separation between existing water main and corrected typo for signal pole (SB7).       |

| <b>Added Plan Sheets</b> |   |
|--------------------------|---|
| Plan Sheet               | Plan Sheet Title (brief description of why sheet was added) |
| 37A-37D                  | Added removal plan sheets for grubbing work.                |

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

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 01**  
**1090-03-75 & 1100-05-73**  
**March 25, 2025**

**Special Provisions**

**3. Prosecution and Progress**

*Replace the last paragraph under section titled **Protection of Endangered Bats (Tree Clearing)** with the following:*

The department has contracted with others and will perform the following operations after October 31 and prior to April 1:

- Cutting trees.

*Add the following paragraph to the end of section titled **Rusty Patched Bumblebee (*Bombus affinis*)**:*

Tree clearing will be completed by others prior to work beginning. The contractor is responsible for removing the cut trees within the right-of-way. Tree removal is incidental to the grubbing item.

*Replace paragraph one under section titled **Migratory Birds** with the following:*

Swallow or other migratory bird nests have been observed on some of the structures; however, deterrent is not needed because (1) construction activities that may affect the underside or interior of structure(s) will not occur during the migratory bird nesting season, or (2) it has been determined that anticipated construction activities on the structure will not disturb active nests. If it is later determined during construction that the nests will be disturbed 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 April 15 to August 31.

*Replace paragraph one under section titled **Freeway and Ramp Work Restrictions** with the following:*

Do not close freeway lanes or shoulders and ensure that the freeways are entirely clear of traffic during Weekday Peak Hours and Weekend Peak Hours, except as shown in the traffic control plans. Provide a minimum of two lanes in each direction of the freeway that is entirely clear for traffic during Weekday Off-Peak Hours and Weekend Off-Peak Hours except as allowed during full closures. Provide a minimum of one lane in each direction of the freeway that is entirely clear for traffic during Nighttime Hours except as allowed during full closure. Close service ramps only during Service Ramp Closure Hours, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures.

*Add the following to section titled **Local Road Work Restrictions**:*

*Add the following to the definitions:*

**Full Closure**

- 9:00 PM – 5:00 AM (Monday, Tuesday, Wednesday, Thursday)
- 10:00 PM – 8:00 AM (Friday, Saturday)
- 10:00 PM – 5:00 AM (Sunday)

*Replace the last paragraph under section titled **Local Road Work Restrictions**:*

Do not close local roads and ensure that all local roads are entirely clear for traffic during Weekday Peak Hours and Weekend Peak Hours. Provide a minimum of one lane in each direction of the local road that is entirely clear for traffic during Weekday Off Peak Lane Closure Hours and Weekend Off Peak Lane Closure Hours.

## **7. Utilities**

*Replace entire subsection titled **City of Milwaukee – Water** under section titled **PROJECT 1100-05-73** with the following:*

**City of Milwaukee – Water** has facilities within the project limits. The following will be adjusted during construction as part of the project:

At Beloit Road:

- Water Valve Box located approximately at Station 48BL+60, 44' LT
- Water Valve Box located approximately at Station 48BL+80, 44' LT

Access shall be maintained to all hydrants within the construction area for fire protection.

Perform this work in accordance with the requirements of Adjusting Water Valve Boxes – Milwaukee Water Works, item SPV.0060.002.

*Replace paragraph one under subsection titled **City of West Allis – Water** under section titled **PROJECT 1100-05-73** with the following:*

**City of West Allis – Water** has facilities within the project limits. The following will be adjusted during construction as part of the project:

*Add the following after paragraph one under subsection titled **WE Energies – Electric** under section titled **PROJECT 1100-05-73**:*

The following will take one working day each during construction.

## **8. Work By Others**

*Replace entire article language with the following:*

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

It is expected that routine maintenance by city and county personnel may be required at certain times that is concurrent with the work being done under this contract.

SER-107-012 (20211227)

In addition to the utility facilities referenced in the “Utilities” article of the special provisions where no adjustments are anticipated, the following utility companies have approved permits to install additional facilities within the project limits. The utility permit includes additional detailed information regarding the location of installed, discontinued, relocated, or removed utility facilities. These can be requested during the bid preparation process or from the project engineer after the contract has been awarded and executed.



**City of West Allis – Street Lighting** will be performing utility work within the limits of the project. Project to include conduit installation necessary to rewire lighting.

At Oklahoma Avenue:

- Lighting work included in contract plans. Intercept high voltage street lighting near Sta. 710K+00. - 50' LT & 50' RT to install conduit under Oklahoma. Coordinate with DPW staff to maintain street lighting during construction. Existing pull box in ramp island cannot be removed until conduit is installed under Oklahoma and under the freeway to feed the lights east of the freeway along the north side of Oklahoma as well as north along S. 101<sup>st</sup> Street. Following construction, WisDOT to maintain streetlights from ramp signal to ramp signal including the lights under the bridge.

**WisDOT RWIS Program – Communication Tower** will be performing utility work within the limits of the project.

There is an RWIS processor attached to the sign bridge at approximately ST 35RNE/S.

Provide advance notice to WisDOT RWIS Program Manager 30 days prior to start of work, and the site will be available to the utility owner.

Work to be completed by RWIS contractor includes:

- Disconnecting sensors from cabinet prior to start of milling at approximately ST 35RNE/S.

If the stat notification is received, sensors can be milled.

Estimated 1 working day for RWIS contractor to disconnect sensors.

## **106. Resin Binder High Friction Surface Treatment Modified, Item SPV.0180.001.**

*Replace entire article language with the following:*

### **A Description**

This special provision describes providing a high friction surface treatment (HFST) composed of aggregate in a resin binder on HMA or concrete pavements.

### **B Materials**

#### **B.1 Resin Binder**

Supply a two-part thermosetting resin binder which is compatible with the pavement type, bonds to the pavement surface, holds the aggregate firmly in place in a broad range of climates including below-freezing temperatures, and meets the requirements specified in Table 1. Supply a primer if recommended by the resin binder manufacturer.

**Table 1. Resin Binder Properties**

| <b>Property</b>           | <b>Requirements</b>        | <b>Test Method*</b>             |
|---------------------------|----------------------------|---------------------------------|
| Viscosity                 | 7 – 30 poises***           | ASTM D2556<br>1-pint specimen   |
| Gel Time                  | 10-minute minimum***       | AASHTO M 235M/M 235<br>Type III |
| Ultimate Tensile Strength | 2,000 – 5,000 psi @ 7 days | AASHTO M 235M/M 235<br>Type III |
| Elongation at Break       | 30% - 70% @ 7 days         | AASHTO M 235M/M 235<br>Type III |

|                      |  |   |
|----------------------|--|---|
| Compressive Strength | $\geq 1000$ psi @ 3 hrs*** &<br>$\geq 5000$ psi @ 7 days | ASTM C579                                       |
| Water Absorption     | $\leq 1.0$ % @ 24-hr                                     | AASHTO M 235M/M 235<br>Type III                 |
| Shore D Hardness     | 60 – 80 @ 7 days   | ASTM D2240**<br>Type 1 precision, Type D method |
| Cure Rate            | $\leq 3$ hours***<br>(Dry Through Time)                  | ASTM D1640<br>50-55 wet mil thickness**         |
| Adhesive Strength    | 250 psi @ 24 hours or 100%<br>substrate failure          | ASTM D4541**                                    |

\* Prepare samples per manufacturer's recommendation; cure two sets of specimens at  $73 \pm 2^\circ$  F and at  $50 \pm 2^\circ$  F; and test all specimens at  $73 \pm 2^\circ$  F

\*\* Conduct testing on applicable pavement type

\*\*\* For  $50 \pm 2^\circ$  F cured specimen, all tests are required to be performed but the specimen is waved from meeting required value

## B.2 Aggregate

Furnish calcined bauxite aggregate that is fractured or angular in shape; resistant to polishing and crushing; clean and free of surface moisture; free from silt, clay, asphalt, or other organic materials; compatible with the resin binder; and meet the properties and gradation requirements in Tables 2 and 3. Check with resin binder manufacturer for any compatibility requirements or concerns. The calcined bauxite will be delivered to the construction site in clearly labeled packaging; which protects the aggregate from any contaminants on the jobsite and from exposure to rain or other moisture.

**Table 2. Aggregate Properties**

| Property                  | Requirements  | Test Method               |
|---------------------------|---|---------------------------|
| Moisture Content          | $\leq 0.2\%$  | AASHTO T 255              |
| Fine Aggregate Angularity | $\geq 45\%$   | AASHTO T 304,<br>Method A |
| LA Wear                   | $\leq 10\%$ loss @ 100 revolutions and $\leq 25\%$ loss @ 500 revolutions       | AASHTO T 96               |
| Freeze-Thaw Soundness     | $\leq 9\%$ loss @ 50, 16, or 25 cycles using Procedure A, B, or C, respectively | AASHTO T 103              |
| Aluminum Oxide            | $\geq 87\%$   | ASTM C 25                 |

**Table 3. Aggregate Gradation (AASHTO T27)**

| Sieve Size | % Passing by Weight |
|------------|---------------------|
| No. 4      | 100                 |
| No. 6      | 95-100              |
| No. 16     | 0-5                 |
| No. 30     | 0-1                 |

## B.3 Approval of High Friction Surface Treatment

A minimum of 20 working days before applying HFST, submit product data sheets and specifications from the manufacturer, and a certified test report from an independent laboratory verifying that the resin binder

and the calcined bauxite aggregate meet all the requirements specified in Tables 1, 2 and 3. Documents must be dated within three years of project letting date; must be representative of the material used on the project.

If resin binder has not been previously used in Wisconsin, also submit a list of at least five reference projects where the resin binder has been used for similar applications and in locations that have similar climatic conditions as Wisconsin. Supply a description of the projects along with contact information of the facility owner.

If the engineer requests, provide samples of the resin binder and aggregate for department testing before applying HFST.

## **C Construction**

### **C.1 General**

The contractor will provide documentation showing HFST application experience from at least three previous projects completed for WisDOT or other agencies.

Conduct a meeting with the resin binder manufacturer representatives before applying HFST to establish procedures for maintaining optimum working conditions and coordination of the work. Submit recommended application procedures, including quality control practices, to the engineer for approval. Ensure that a resin binder manufacturer representative is on site to provide technical assistance and quality assurance during surface preparation and for application of HFST.

Ensure that the resin binder components maintain their original properties during storage and handling. Store all aggregate in a dry environment and protect from contaminants on the job site.

### **C.2 Pavement Surface Preparation**

#### **C.2.1 Pavement Surface Repair**

Remove visibly unsound or disintegrated areas of the pavement surface as the plans show or the engineer directs.

Check with resin binder manufacturer to ensure that products used for pavement repairs or patches are compatible with the resin HFST. Ensure that any new concrete or repairs are fully cured before placing the HFST. Allow a minimum 30-day curing time after placing new asphalt or concrete pavement before installing the HFST.

#### **C.2.2 Surface Preparation**

Cover and protect utilities, drainage structures, expansion joints on bridge decks, and other structures within or adjacent to the application location to prevent materials from adhering to or entering those structures.

Remove pavement markings that are within the treatment area. Cover existing pavement markings adjacent to the application if they are to remain in place.

Pretreat all joints and cracks, or any portion of cracks, that are greater than ¼ inch wide, with the mixed binder resin system specified herein. Once the binder resin in the pretreated area has gelled, the installation may proceed.

Completely remove any grease, oil or other deleterious materials resting on the pavement surface with a mild detergent solution, rinsed with clean potable water, and dried using a hot compressed air lance. Ensure the pavement surface has no curing compound, loosely bonded mortar, pavement marking, or other foreign matter resting on the pavement surface.

Sufficiently clean HMA pavement surface using mechanical sweepers and high-pressure air wash with sufficient oil traps, just before applying HFST. Mechanically sweep all surfaces to remove dirt, loose aggregate, debris, and deleterious material. Vacuum sweep or air wash using a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of surface.

Clean concrete pavement surface by shot blasting and vacuum sweeping. Shot blast all surfaces to remove all curing compound, loosely bonded mortar, surface carbonation, and deleterious material. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of the surface.

If the engineer requires additional verification of adequate surface preparation of the pavement, test the bond strength according to ASTM D4541. The surface is acceptable if the tensile bond strength is greater than or equal to 250 psi, or failure is in the substrate. Repeat cleaning, and testing, if needed, until passing test results are obtained or the surface is acceptable to the engineer.

Keep vehicles and unnecessary equipment off the cleaned surface; only allow HFST application equipment on the clean surface. Apply HFST as soon as possible after pavement surface preparations are completed.

### **C.3 Application of the HFST**

Do not apply the HFST if any of the following exists:

- Pavement surface is wet, damp, or has received rainfall in the previous 24 hours.
- Pavement surface is not sufficiently clean.
- Ambient air or pavement surface temperature is below 50° F or below the manufacturer's recommendations.
- If the anticipated weather conditions would prevent adequate curing of the HFST.
- Rain is predicted before HFST completion or proper cure is achieved.
- Pavement preparation is inadequate or didn't pass pull-off test.

Close treatment areas to traffic until HFST is completely cured and pavement surface has been vacuum-swept.

Construct HFST to the full width of the existing pavement surface, or as the plans show. Extend the HFST application 2'-3' onto the shoulders if application site is on a curve where no rumble strip exists. If the rumble strip exists, apply HFST only on the main lane not on the shoulder.

Apply a primer to the pavement surface if recommended by the resin binder manufacturer, and according to their application recommendations. Abide by the established quality control practices and adhere to any additional manufacturer recommendations for HFST application.

Blend and mix the resin binder components at the manufacturer's specified ratio using equipment capable of providing the desired results.

Use enough resin to cover the pavement surface and sufficiently embed half the thickness of the aggregate; do not apply so much that it covers the aggregate and creates a slick surface. Adjust application rate, as needed, based on the pavement surface type, profile, and condition.

If using automated equipment, the binder resin system manufacturer shall approve the use of automated continuous application device with their material. Ensure that the equipment features positive displacement, volumetric metering, and can store, mixing, heating, monitoring, and distributing the binder components at the proper mix ratio. Adjust the pressure and the speed of the equipment to achieve the proper application thickness. Coverage rate is based upon expected variance in the surface profile of the pavement.

Do not contaminate the wet binder or allow the binder material to separate or cure and impair bonding of the aggregate.

Immediately after applying the resin binder, distribute a sufficient quantity of dry calcined bauxite aggregate to completely cover the resin binder by hand broadcasting or by using a standard chip spreader or equivalent machine. Ensure aggregate is placed within five minutes of the resin binder placement, before it begins to cure. When broadcasting, sprinkle or drop the aggregate onto the resin binder vertically. Do not distribute aggregate in a way that will cause it to roll in the resin binder before coming to a rest; do not push the aggregate into position with a broom or any other hand tool. If using a chip spreader, the machine shall follow closely behind the crew or equipment applying the resin binder. Immediately cover any visible wet or bare spots, or areas with excessive binder, with additional calcined bauxite aggregate before the resin binder begins to set.

Allow the HFST to properly cure, following the minimum cure times listed in Table 4 or adhering to manufacturer recommendations for minimum cure times at applicable temperatures, whichever is greater.

**Table 4. Minimum Curing Periods**

| Average temperature of pavement surface in degrees F |         |         |       |       |       |       |       |
|--|---------|---------|-------|-------|-------|-------|-------|
| 50-54  | 55-59   | 60-64   | 65-69 | 70-74 | 75-79 | 80-84 | 85-89 |
| 8 hrs  | 6.5 hrs | 6.5 hrs | 5 hrs | 4 hrs | 3 hrs | 3 hrs | 3 hrs |

If faster cure times are desired and achievable, submit to the engineer a certified test report from an independent laboratory showing the material is able to reach a compressive strength of 1000 psi as tested per ASTM C579 within the temperature ranges and cure times for which the product is proposed to be placed. Establish ambient air, material, and substrate temperatures from the manufacturer for field applications.

After the HFST is fully cured, remove excess loose surface aggregate by sweeping, blowing, or vacuuming. Do not tear or otherwise damage the surface. Excess calcined bauxite aggregate that is recovered by a vacuum sweeper can be reused if clean, uncontaminated and dry. Remove and replace damaged areas or areas with excess or insufficient aggregate coverage. Uncover pavement markings and repair damages that occur by covering and uncovering markings. Clean expansion joints, utilities, and drainage structures of all debris before opening to traffic.

Additionally, within 3 to 7 days after opening to traffic, the contractor shall vacuum sweep the pavement surface to remove loosened aggregate from the high friction surface area, the shoulders, and any other areas within and immediately adjacent to the HFST site.

#### **D Measurement**

The department will measure Resin Binder High Friction Surface Treatment 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 |
|--------------|---|------|
| SPV.0180.001 | Resin Binder High Friction Surface Treatment Modified | SY   |

Payment for Resin Binder High Friction Surface Treatment Modified is full compensation for testing materials; for surface preparation; for providing the HFST; for cleanup including uncovering and restoration of pavement markings; and for vacuum sweeping and disposing of excess material after the completion and again 3 to 7 days after completion.

The department will pay for pavement repairs, and traffic control separately under other contract bid items or, absent the appropriate bid items, as extra work.

#### **Schedule of Items**

Attached, dated March 25, 2025, are the revised Schedule of Items Pages 18 and 22.

#### **Plan Sheets**

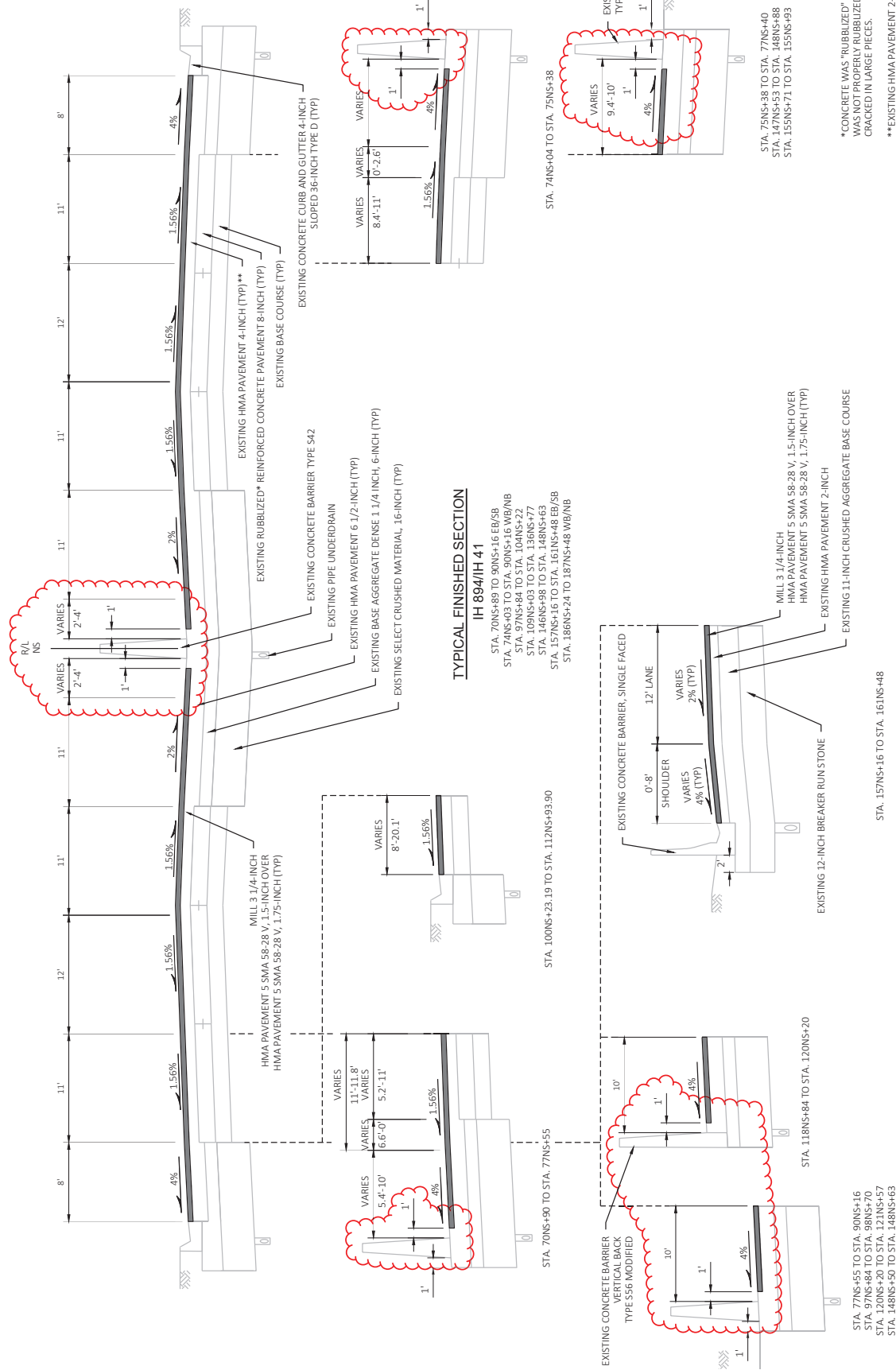
The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 7-24, 26, 126, 217-221, 475, 483 and 501.

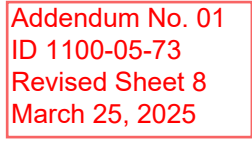
Added: 37A-37D.

END OF ADDENDUM

\*CONCRETE WAS "RUBBLIZED" IN 2003. HOWEVER, CONCRETE WAS NOT PROPERLY RUBBLIZED AND IS CONSIDERED JUST CRACKED IN LARGE PIECES.



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| TYPICAL SECTIONS |  |  |           | TYPICAL SECTIONS   |  |                    |            | E         |
| SHEET            |  |  |           | SHEET              |  |                    |            | 7         |

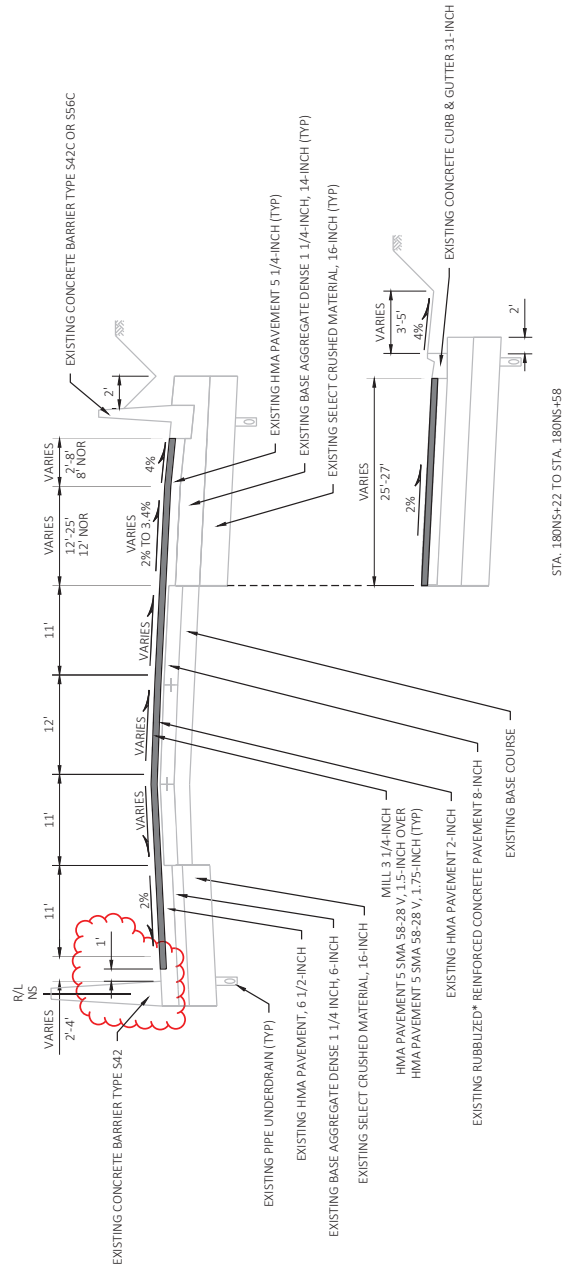


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IH 894 WB/IH 41 NB



STA. 180NS+22 TO STA. 180NS+58

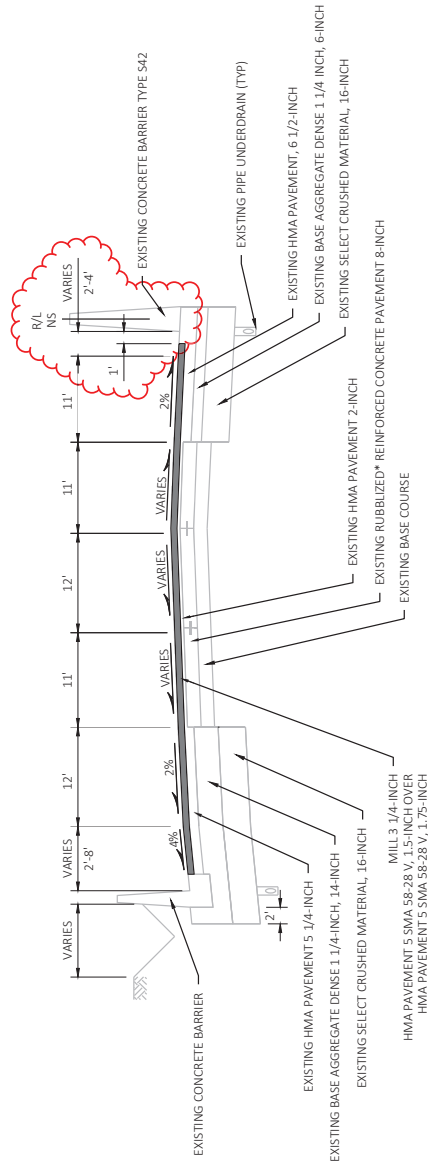
## TYPICAL FINISHED SECTION

IH 894 WB/IH 41 NB

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|                       |   |      |                   |         |           |                  |                    |       | 3 IN=10 FT  |   |
| WOODCO/CAO/S SHEET 42 |   |      |                   |         |           |                  |                    |       |             |   |



**TYPICAL FINISHED SECTION**  
IH 894 EB/IH 41 SB  
STA. 161NS+48 TO STA. 187NS+48



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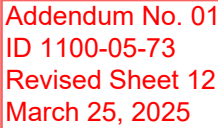
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| WSDOT/JADIS SHEET 42 |  |      |       |         |           |                  |   |    |       |

### TYPICAL FINISHED SECTION

STA. 190NS+31 TO STA. 191NS+50

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| SHEET | 11 | E |
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WISDOT/CADDs SHEET 42

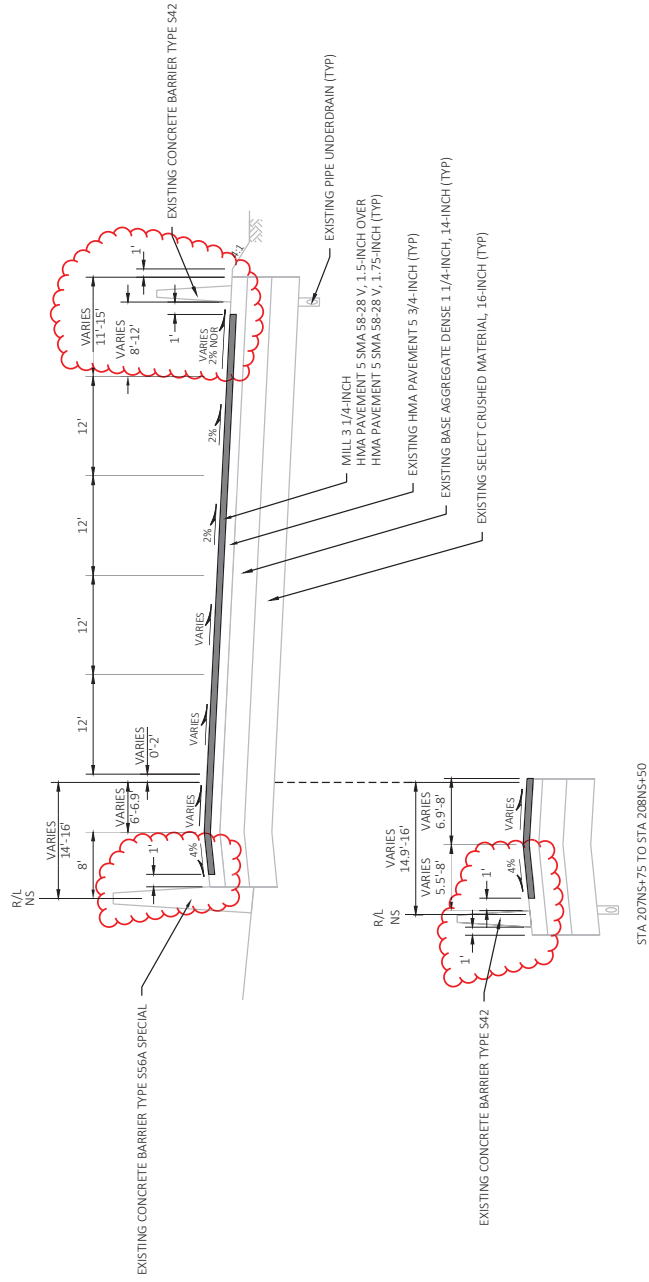


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**TYPICAL FINISHED SECTION**

**IH 894 WB / IH 41 NB**

**STA 206NS+00 TO STA 208NS+50**



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| WSDOT/CDMS SHEET 42                                |            |                    |       |            |           |                    |   |

\*CONCRETE WAS "RUBBLIZED" IN 2003. HOWEVER, CONCRETE WAS NOT PROPERLY RUBBLIZED AND IS CONSIDERED JUST CRACKED IN LARGE PIECES.



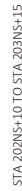
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\*CONCRETE WAS "RUBBLIZED" IN 2003. HOWEVER, CONCRETE WAS NOT PROPERLY RUBBLIZED AND IS CONSIDERED JUST CRACKED IN LARGE PIECES.



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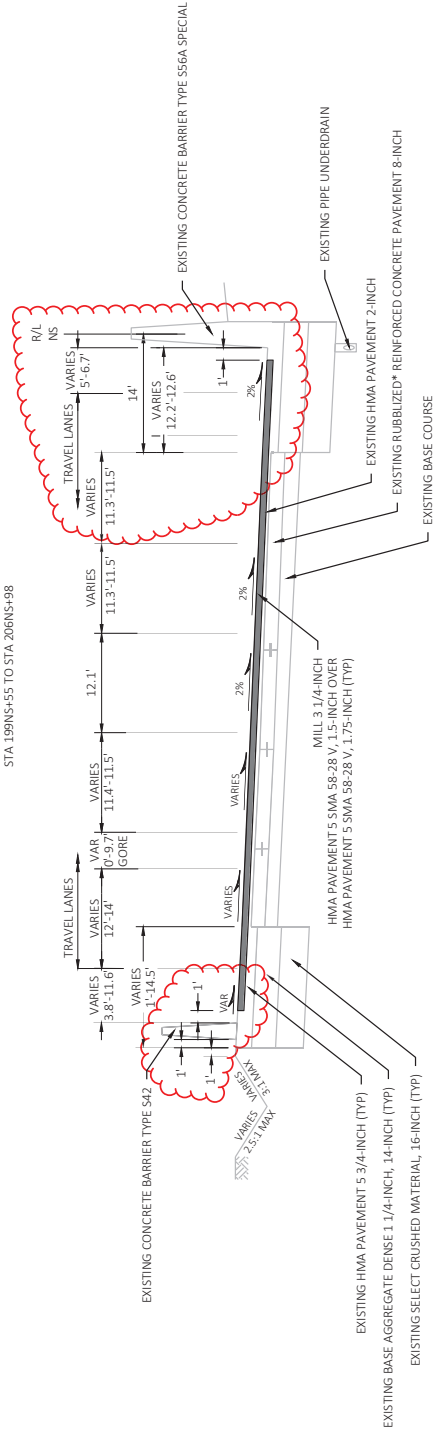
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TYPICAL FINISHED SECTION

IH 894 EB / IH 41 SB

STA 199NS+55 TO STA 206NS+98



TYPICAL FINISHED SECTION

IH 894 EB / IH 41 SB

STA 197NS+26 TO STA 199NS+55

**TYPICAL FINISHED SECTION**  
IH 894 EB / USH 45 SB  
STA 206NS+98 TO STA 208NS+03

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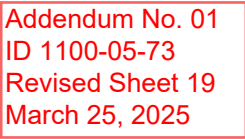




STA. 80EW+51 TO STA. 81EW+55

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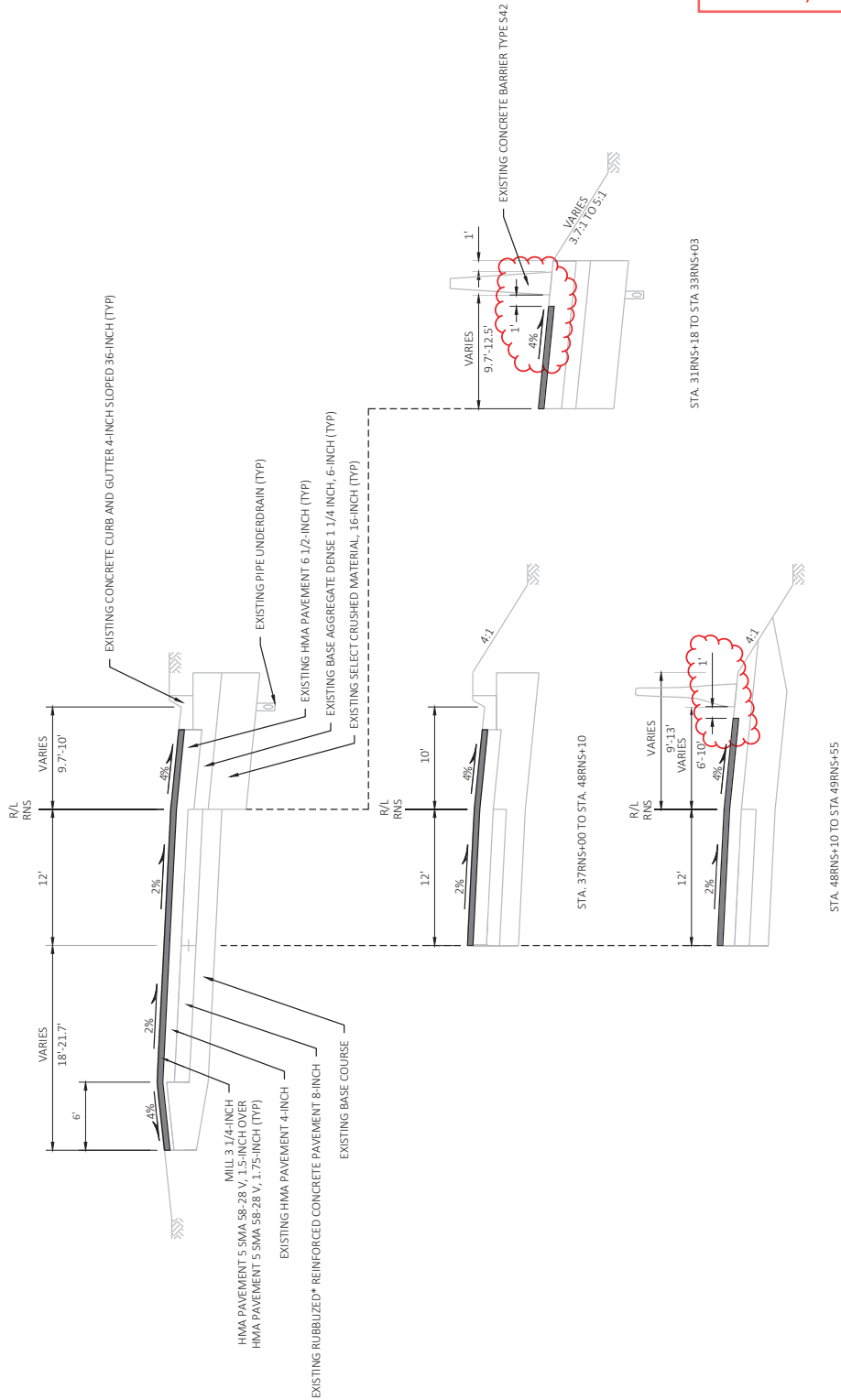
**TYPICAL FINISHED SECTION**  
IH 894/IH 43/IH 41  
STA. 81EW+55 TO STA. 82EW+96

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| PROJECT NO: 1100-05-73                          |  | COUNTY: MILWAUKEE             |  | TYPICAL SECTIONS            |  | SHEET 19 E             |  |
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WSDOT/CADDS SHEET 42

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Addendum No. 01  
ID 1100-05-73  
Revised Sheet 21  
March 25, 2025

TYPICAL FINISHED SECTION

RAMP NS

STA. 31RNS+18 TO STA. 49RNS+55

\* CONCRETE WAS "RUBBLIZED" IN 2003. HOWEVER, CONCRETE WAS NOT PROPERLY RUBBLIZED AND IS CONSIDERED JUST CRACKED IN LARGE PIECES.

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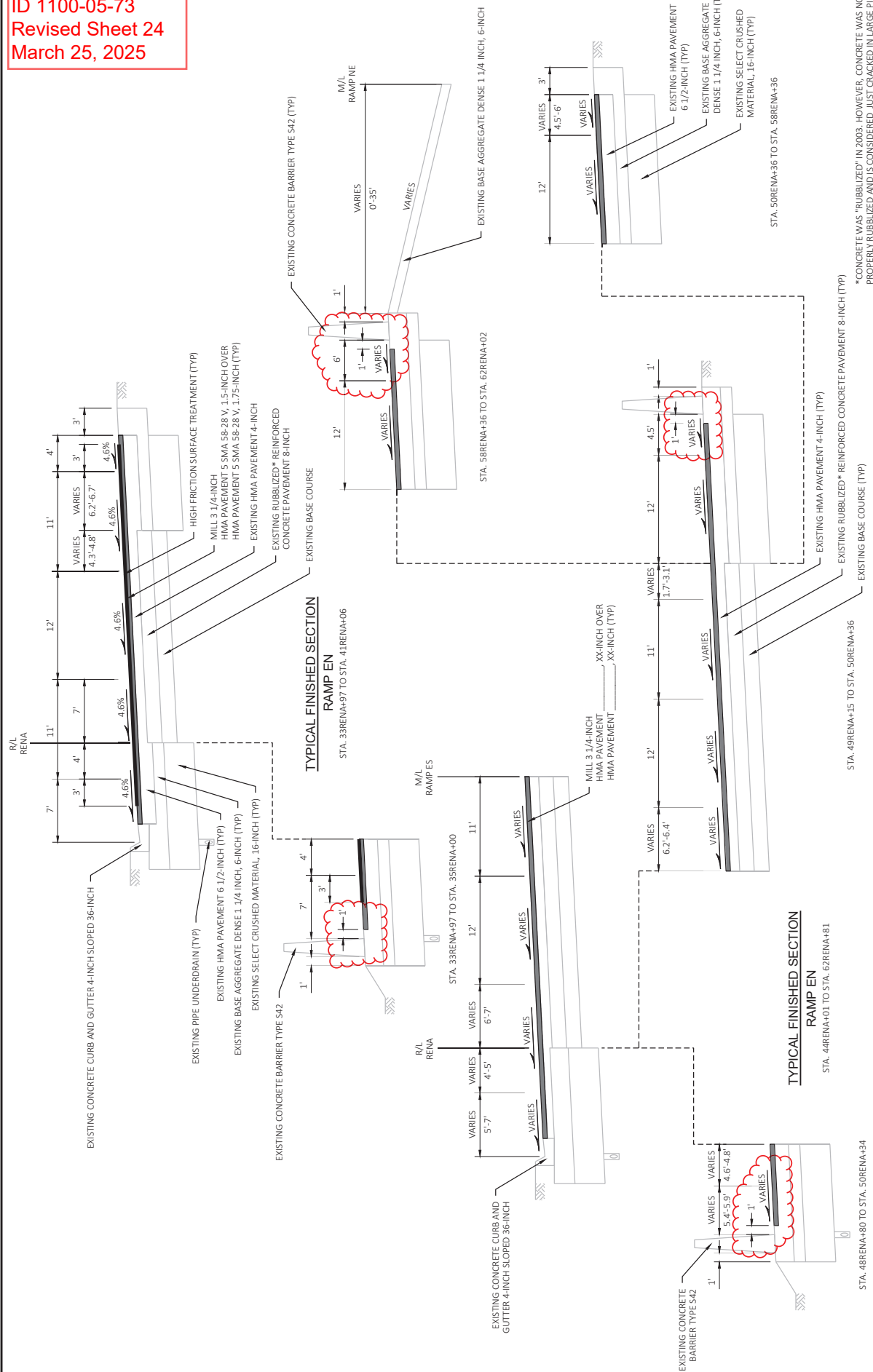
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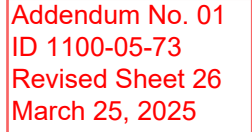


STA. 64RNE+50 TO STA. 67RNE+72

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**TYPICAL FINISHED SECTION**

**RAMP ES**

STA. 122RES+26 TO STA. 127RES+32

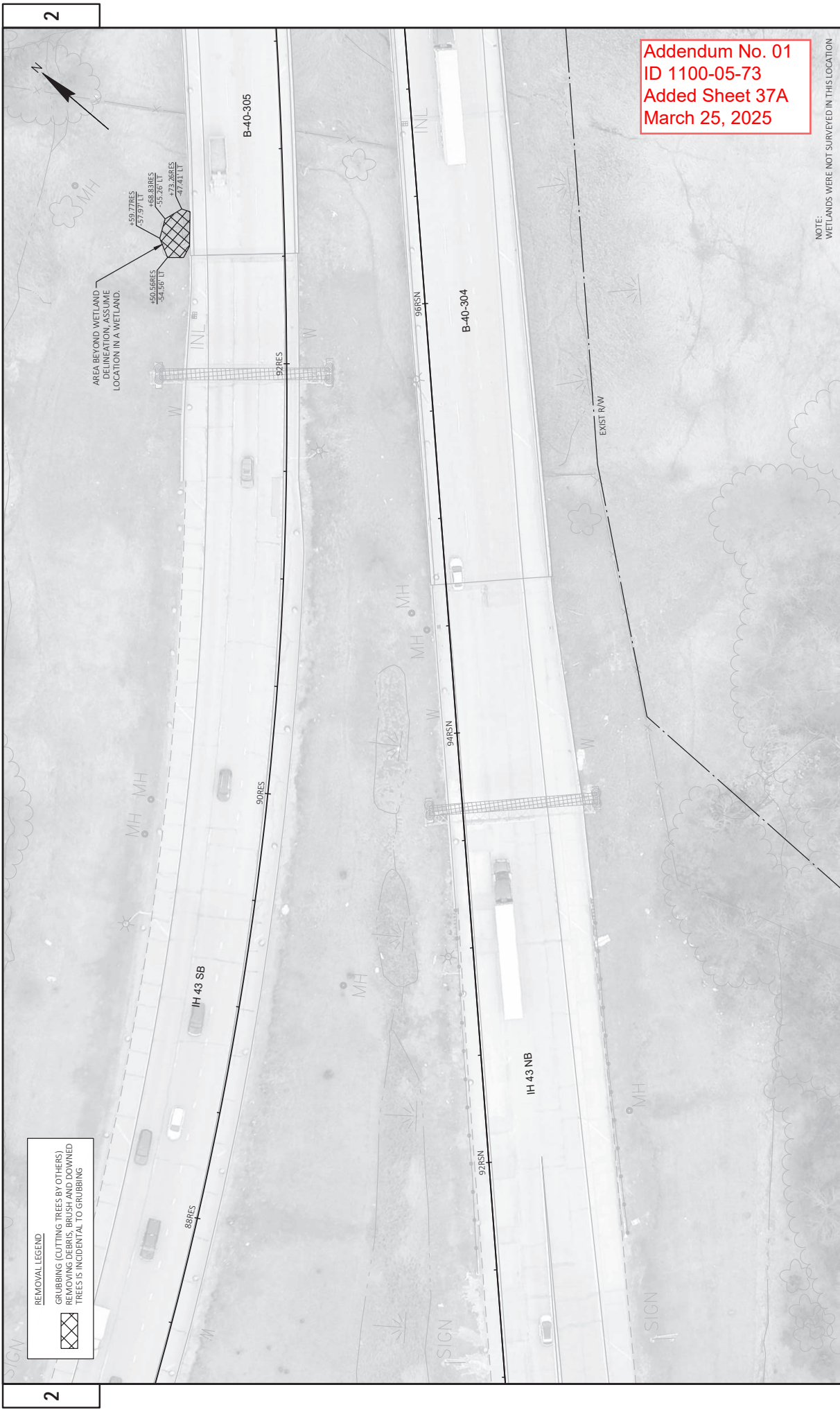
STA. 104RES+82 TO STA. 110RES+44

STA. 122RES+26 TO STA. 127RES+32

\*CONCRETE WAS "RUBBLIZED" IN 2003. HOWEVER, CONCRETE WAS NOT PROPERLY RUBBLIZED AND IS CONSIDERED JUST CRACKED IN LARGE PIECES.

|              |   |      |    |         |           |                  |       |    |                      |
|--------------|---|------|----|---------|-----------|------------------|-------|----|----------------------|
| PROJECT NO:  | 1100-05-73  | HWY: | 41 | COUNTY: | MILWAUKEE | TYPICAL SECTIONS | SHEET | 26 | WSDOT/JADIS SHEET 42 |
| FILE NAME:   | N:\P\5\CD\1100\05\73\41\TYPICAL\1100-05-73-41.DWG |      |    |         |           |                  |       |    |                      |
| LAYOUT NAME: | 20  |      |    |         |           |                  |       |    |                      |
| PLOT DATE:   | 3/12/2025 11:36 AM                                |      |    |         |           |                  |       |    |                      |
| PLOT TYPE:   | JOHANSEN, AMANDA A                                |      |    |         |           |                  |       |    |                      |
| PLOT SCALE:  | 1 IN 10 FT  |      |    |         |           |                  |       |    |                      |





**REMOVAL LEGEND**

 GRUBBING (CUTTING TREES BY OTHERS)  
REMOVING DEBRIS, BRUSH AND DOWNED  
TREES IS INCIDENTAL TO GRUBBING

|   |            |                   |                                    |                             |                        |           |   |
|---|------------|-------------------|------------------------------------|-----------------------------|------------------------|-----------|---|
| PROJECT NO: 1050-03-75<br>FILE NAME: N:\PDS\3210900305\SHEETS\021101-RM.DWG<br>LAYOUT NAME: B40-304&305-5 | HWY: IH 43 | COUNTY: MILWAUKEE | REMOVAL PLAN (B-40-304 & B-40-305) | PLOT BY: JOHANSEN, AMANDA A | PLOT SCALE: 1 IN=40 FT | SHEET 37A | E |
|---|------------|-------------------|------------------------------------|-----------------------------|------------------------|-----------|---|

NOTE:  
WETLANDS WERE NOT SURVEYED IN THIS LOCATION

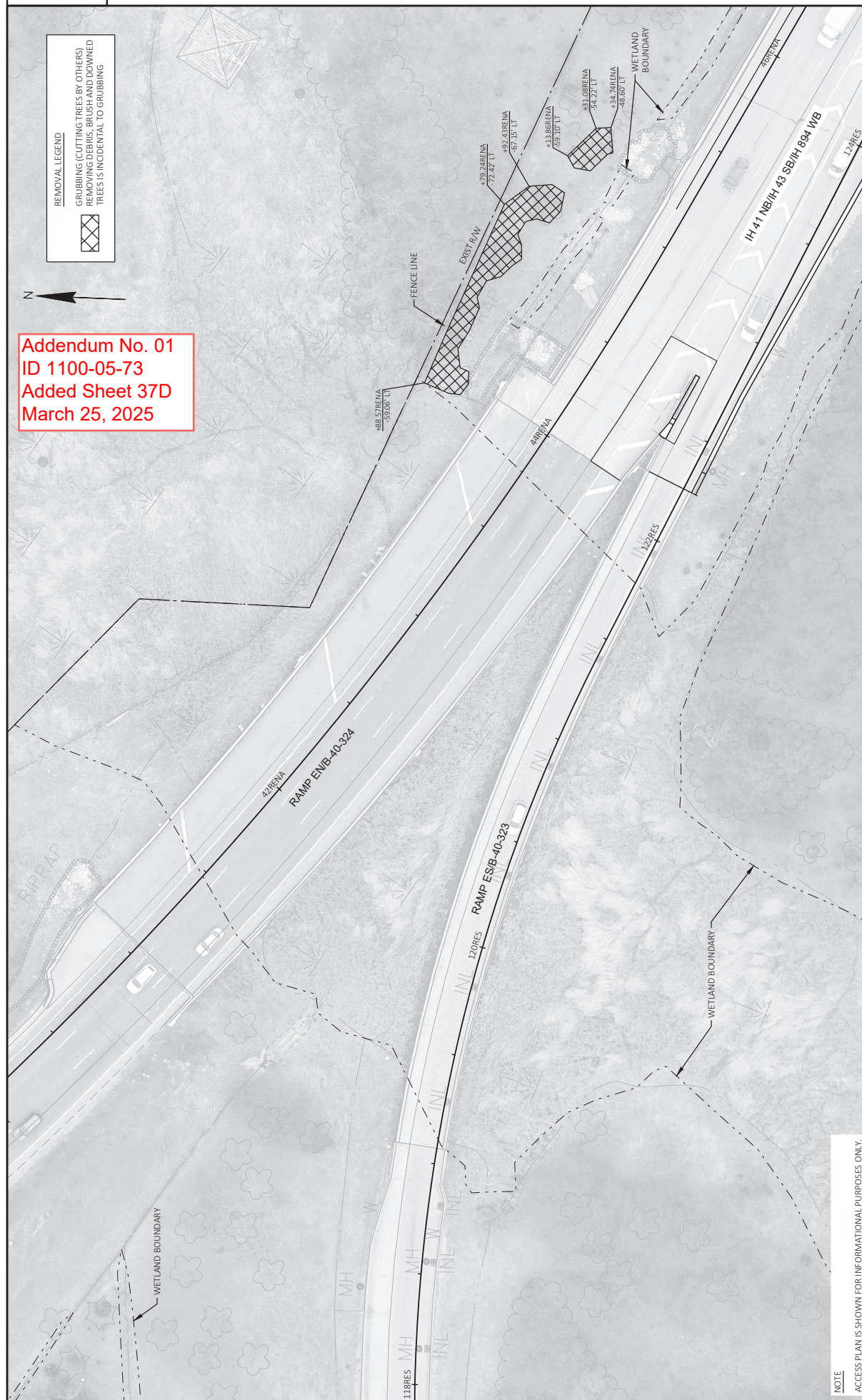








**REMOVAL LEGEND**



NOTE

ACCESS PLAN IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

PROJECT NO: 1090-03-75

FILE NAME: N:\PDS\C3D\10900305\SHEETS\021101-RM.DWG  
LAYOUT NAME - B-40-2328-324

HWY: IH 43

COUNTY: MILWAUKEE

PLOT DATE: 3/4/2025 7:45 AM

REMOVAL PLAN (B-40-324)

PLOT NAME:

1 IN:40 FT

|     |   |
|-----|---|
| 37D | E |
|-----|---|

WISDOT/CADDs SHEET 42



TYPICAL SECTION  
IH 894/IH 43/IH 41 (HALE I/C)  
STAGE 2A  
OVERNIGHT



|  |            |      |       |         |           |  |   |
|--|------------|------|-------|---------|-----------|--|---|
| PROJECT NO:  | 1100-05-73 | HWY: | IH 41 | COUNTY: | MILWAUKEE | TRAFFIC CONTROL STAGING TYPICALS - HALE I/C (STAGE 2A) | E |
| FILE NAME: N:\PDS\CD\110005\3\SHEETS\025100-TC.DWG |            |      |       |         |           |  |   |
| LAYOUT NAME: Hale I/C TYP-2A                       |            |      |       |         |           |  |   |
| PLOT DATE: 3/12/2025 12:34 PM                      |            |      |       |         |           |  |   |
| PLOT TYPE: JOHANSEN, AMANDA A                      |            |      |       |         |           |  |   |
| PLOT SCALE: 1 IN. = 10 FT                          |            |      |       |         |           |  |   |
| SHEET 217  |            |      |       |         |           |  |   |
| WSDOT/CDMS SHEET 42                                |            |      |       |         |           |  |   |

[illegible]

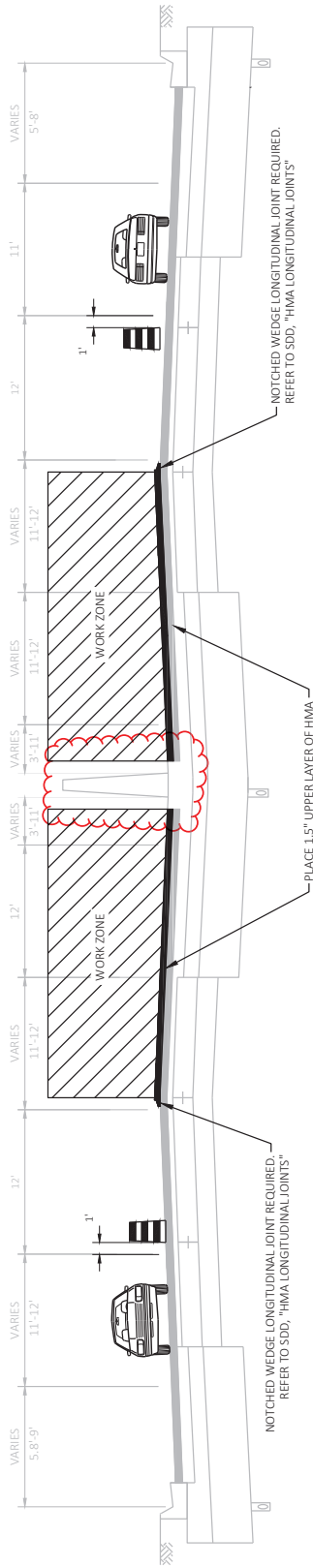
TYPICAL SECTION  
IH 894/IH 43/IH 41 (HALE I/C)  
STAGE 2B  
OVERNIGHT

TYPICAL SECTION  
RAMP NE  
STAGE 2B  
OVERNIGHT

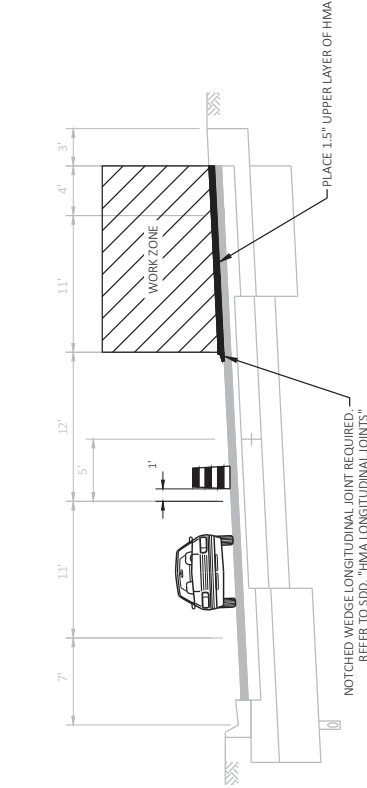
TYPICAL SECTION  
RAMP EN  
STAGE 2B  
OVERNIGHT



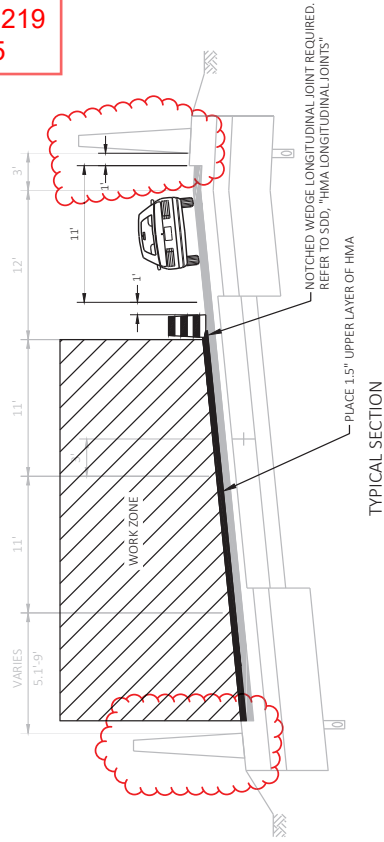
Addendum No. 01  
ID 1100-05-73  
Revised Sheet 219  
March 25, 2025



TYPICAL SECTION  
IH 894/IH 43/IH 41 (HALE I/C)  
STAGE 3A  
OVERNIGHT



TYPICAL SECTION  
RAMP EN  
STAGE 3A  
OVERNIGHT



TYPICAL SECTION  
RAMP NE  
STAGE 3A  
OVERNIGHT

PROJECT NO: 1100-05-73

FILE NAME: N:\PDS\3D\11000503\SHEETS\25100-TC.DWG  
LAYOUT NAME: HALE I/C TP-3A

HWY: IH 41

COUNTY: MILWAUKEE

PLOT DATE: 3/12/2025 1:01 PM

TRAFFIC CONTROL STAGING TYPICALS - HALE I/C (STAGE 3A)

PLOT NAME: JOHANSEN, AMANDA A

PLOT SCALE: 1 IN=10 FT

SHEET

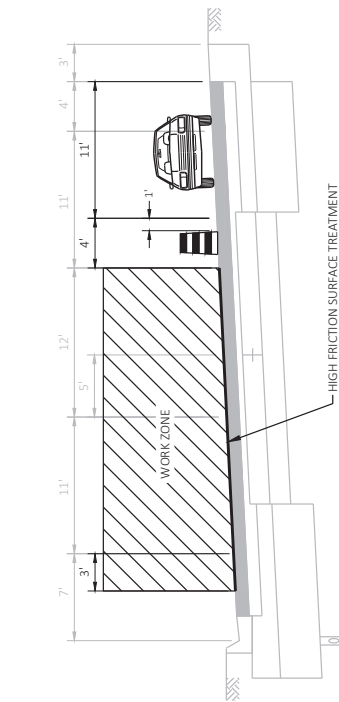
219

E

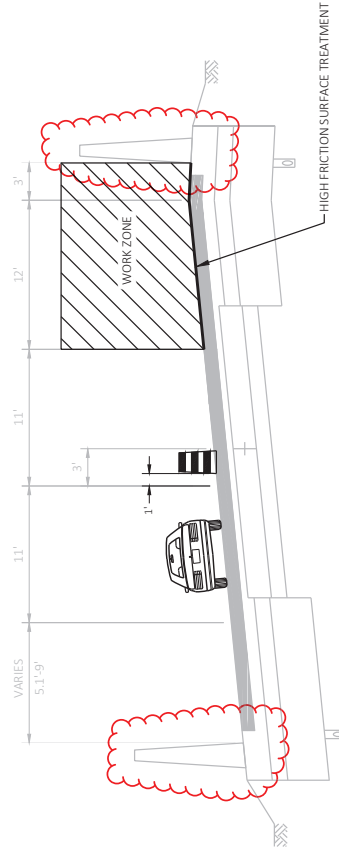
WISDOT/CADD SHEET 42



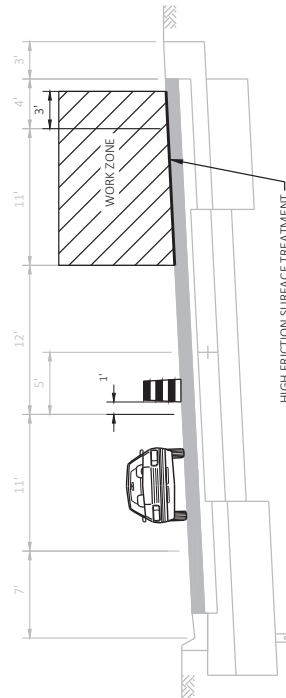




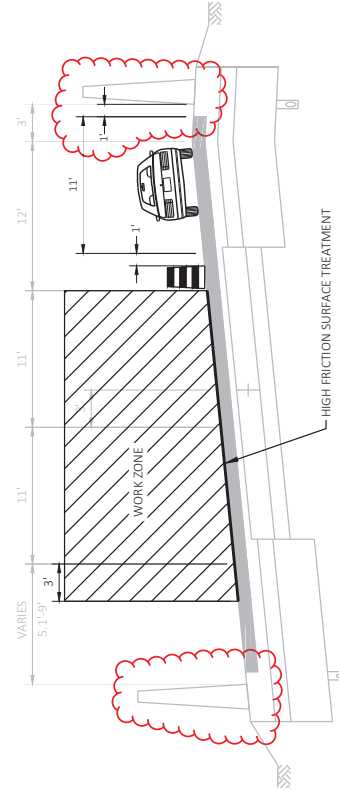
TYPICAL SECTION



TYPICAL SECTION  
RAMP NE  
STAGE 4A  
OVERNIGHT



TYPICAL SECTION  
RAMP EN  
STAGE 4B  
OVERNIGHT



TYPICAL SECTION  
RAMP NE  
STAGE 4B  
OVERNIGHT

Addendum No. 01  
ID 1100-05-73  
Revised Sheet 221  
March 25, 2025

[illegible]

FILE NAME : N:\PDS\...\030200\_mq.pptx

IH 41/IH 894/USH 45 RAMPS & W OKLAHOMA AVE  
MILWAUKEE COUNTY  
CATEGORY 1500  
S40-1099

PULL BOXES

| PULL BOX NO. | LOCATION ^         | 653.0135                         |                                  | 653.0140                         |  |
|--------------|--------------------|----------------------------------|----------------------------------|----------------------------------|--|
|              |                    | PULL BOXES STEEL 24x36-INCH EACH | PULL BOXES STEEL 24x42-INCH EACH | PULL BOXES STEEL 24x42-INCH EACH |  |
| PB1          | 74+51.2, 50.8' RT  | --                               | --                               | 1                                |  |
| PB2          | 74+51.3, 6.8' LT   | --                               | --                               | 1                                |  |
| PB3          | 74+51.6, 51.0' LT  | --                               | --                               | 1                                |  |
| PB4          | 74+93.2, 51.3' LT  | --                               | --                               | 1                                |  |
| PB5          | 75+41.2, 53.4' LT  | --                               | --                               | 1                                |  |
| PB6          | 75+60.0, 6.6' RT   | --                               | --                               | 1                                |  |
| PB7          | 77+99.8, 8.3' LT   | 1                                | --                               | --                               |  |
| PB8          | 75+70.4, 52.8' RT  | --                               | --                               | 1                                |  |
| PB9          | 75+56.8, 71.2' RT  | --                               | --                               | 1                                |  |
| PB10         | 75+84.8, 244.8' RT | 1                                | --                               | --                               |  |
| PB11         | 75+02.8, 71.1' RT  | --                               | --                               | 1                                |  |
| PB12         | 74+82.8, 60.2' RT  | --                               | --                               | 1                                |  |
| PB13         | 74+46.1, 50.8' RT  | --                               | --                               | 1                                |  |
| PB14         | 74+46.5, 51.0' LT  | --                               | --                               | 1                                |  |
| PB15         | 72+64.9, 59.2' LT  | --                               | --                               | 1                                |  |
| PB16         | 72+50.4, 58.7' LT  | --                               | --                               | 1                                |  |
| PB17         | 72+51.2, 7.5' LT   | --                               | --                               | 1                                |  |
| PB18         | 72+43.7, 50.4' RT  | --                               | --                               | 1                                |  |
| PB19         | 71+85.0, 50.7' RT  | --                               | --                               | 1                                |  |
| PB20         | 71+76.4, 1.2' RT   | --                               | --                               | 1                                |  |
| PB21         | 69+64.3, 0.2' RT   | 1                                | --                               | --                               |  |
| PB22         | 71+85.4, 60.4' LT  | --                               | --                               | 1                                |  |
| PB23         | 72+29.4, 61.2' LT  | --                               | --                               | 1                                |  |
| PB24         | 72+27.5, 83.7' LT  | 1                                | --                               | --                               |  |
| PB25         | 72+80.1, 295.8' LT | 1                                | --                               | --                               |  |
| TOTAL        |                    | 5*                               | 20*                              |                                  |  |

^ FINAL LOCATION TO BE DETERMINED BY THE ENGINEER IN THE FIELD.  
\* ADDITIONAL QUANTITY SHOWN ELSEWHERE ON PLAN

CONCRETE BASES

| SIGNAL BASE NO. | LOCATION ^        | 654.0101                   |                            | 654.0102                    |                                     | 654.0110                            |                                     | 654.0120                            |                                     | 654.0217   |  |
|-----------------|-------------------|----------------------------|----------------------------|-----------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--|--|
|                 |                   | CONCRETE BASES TYPE 1 EACH | CONCRETE BASES TYPE 2 EACH | CONCRETE BASES TYPE 10 EACH | CONCRETE BASES TYPE 10-SPECIAL EACH | CONCRETE BASES TYPE 10-SPECIAL EACH | CONCRETE BASES TYPE 10-SPECIAL EACH | CONCRETE BASES TYPE 10-SPECIAL EACH | CONCRETE BASES TYPE 10-SPECIAL EACH | CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL EACH |  |
| CB1             | 74+72.3, 60.9' RT | --                         | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | 1  |  |
| SB1             | 74+68.1, 7.1' LT  | --                         | --                         | 1                           | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB2             | 74+97.5, 53.1' LT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB3             | 75+39.0, 61.3' LT | --                         | --                         | 1                           | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB4             | 75+49.8, 54.2' LT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB5             | 75+69.9, 4.5' RT  | --                         | --                         | 1                           | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB6             | 75+65.6, 53.0' RT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB7             | 75+54.6, 66.1' RT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB8             | 74+98.2, 60.6' RT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB9             | 74+75.9, 50.8' RT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | 1  |  |
| CB2             | 72+38.5, 64.8' LT | --                         | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB10            | 72+48.0, 49.9' LT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB11            | 72+53.6, 0.39' LT | --                         | --                         | --                          | --                                  | --                                  | 1                                   | --                                  | --                                  | --   |  |
| SB12            | 72+38.8, 50.8' RT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB13            | 72+08.2, 51.0' RT | --                         | 1                          | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB14            | 71+73.3, 3.9' LT  | --                         | --                         | 1                           | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB15            | 71+85.9, 50.5' LT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB16            | 71+89.2, 62.7' LT | 1                          | --                         | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |
| SB17            | 72+31.1, 57.8' LT | --                         | --                         | --                          | --                                  | 4*                                  | --                                  | 1*                                  | --                                  | 2  |  |
| TOTAL           |                   | 11*                        | 1                          | --                          | --                                  | --                                  | --                                  | --                                  | --                                  | --   |  |

^ FINAL LOCATION TO BE DETERMINED BY THE ENGINEER IN THE FIELD.  
\* ADDITIONAL QUANTITY SHOWN ELSEWHERE ON PLAN

Addendum No. 01  
ID 1100-05-73  
Revised Sheet 501  
March 25, 2025



## Proposal Schedule of Items

Page 18 of 22

Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0490                 | 690.0250<br>Sawing Concrete  | 75,018.000<br>LF               | _____.     | _____.     |
| 0492                 | 715.0502<br>Incentive Strength Concrete Structures                           | 3,594.000<br>DOL               | 1.00000    | 3,594.00   |
| 0494                 | 715.0603<br>Incentive Strength Concrete Barrier                              | 17.000<br>DOL                  | 1.00000    | 17.00      |
| 0496                 | 740.0440<br>Incentive IRI Ride   | 7,220.000<br>DOL               | 1.00000    | 7,220.00   |
| 0498                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR                      | 3,600.000<br>HRS               | 5.00000    | 18,000.00  |
| 0500                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR                        | 6,000.000<br>HRS               | 5.00000    | 30,000.00  |
| 0502                 | SPV.0035<br>Special 400. Polyester Polymer Concrete Deck Repair              | 28.000<br>CY                   | _____.     | _____.     |
| 0504                 | SPV.0035<br>Special 401. Rapid Set Deck Repair                               | 3.000<br>CY                    | _____.     | _____.     |
| 0506                 | SPV.0060<br>Special 001. Handrail and Guardrail Extension                    | 2.000<br>EACH                  | _____.     | _____.     |
| 0508                 | SPV.0060<br>Special 002. Adjusting Water Valve Boxes - Milwaukee Water Works | 2.000<br>EACH                  | _____.     | _____.     |
| 0510                 | SPV.0060<br>Special 003. Adjusting Water Valve Boxes - City of West Allis    | 4.000<br>EACH                  | _____.     | _____.     |
| 0512                 | SPV.0060<br>Special 004. Reconnect Storm Sewer Laterals                      | 1.000<br>EACH                  | _____.     | _____.     |
| 0514                 | SPV.0060<br>Special 005. Field Facilities Office Space                       | 1.000<br>EACH                  | _____.     | _____.     |
| 0516                 | SPV.0060<br>Special 006. Traffic Control Close-Open Freeway Entrance Ramp    | 435.000<br>EACH                | _____.     | _____.     |



## Proposal Schedule of Items

Page 22 of 22

Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0594                 | SPV.0165<br>Special 400. Removing Loose Concrete Overhead                      | 520.000<br>SF                  | _____.     | _____.     |
| 0596                 | SPV.0165<br>Special 401. Concrete Girder Repair                                | 94.000<br>SF                   | _____.     | _____.     |
| 0598                 | SPV.0165<br>Special 402. Fiber Wrap Reinforcing Non-Structural                 | 646.000<br>SF                  | _____.     | _____.     |
| 0600                 | SPV.0180<br>Special 001. Resin Binder High Friction Surface Treatment Modified | 29,593.000<br>SY               | _____.     | _____.     |
| 0602                 | SPV.0180<br>Special 400. High Friction Surface Treatment Polymer Overlay       | 2,547.000<br>SY                | _____.     | _____.     |
| 0604                 | SPV.0180<br>Special 401. Abutment Seat Cleaning and Sealing                    | 149.000<br>SY                  | _____.     | _____.     |
| 0606                 | SPV.0180<br>Special 402. Methacrylate Flood Seal                               | 7,842.000<br>SY                | _____.     | _____.     |
| 0608                 | SPV.0195<br>Special 001. HMA Longitudinal Joint Repair                         | 100.000<br>TON                 | _____.     | _____.     |
| 0610                 | SPV.0195<br>Special 002. HMA Transverse Joint Repair                           | 50.000<br>TON                  | _____.     | _____.     |
| 0612                 | 201.0205<br>Grubbing   | 13.000<br>STA                  | _____.     | _____.     |
| 0614                 | 611.8110<br>Adjusting Manhole Covers   | 3.000<br>EACH                  | _____.     | _____.     |
| Section: 0001        |  |                                | Total:     | _____.     |
|                      |  |                                | Total Bid: | _____.     |







## Wisconsin Department of Transportation

April 1, 2025

Division of Transportation Systems  
Development  
Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

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

### NOTICE TO ALL CONTRACTORS:

**Proposal #08: 1090-03-75, WISC 2025414**  
**IH 43 – Airport Freeway**  
**Hale I/C**  
**IH 43**  
**Milwaukee County**

**1100-05-73, WISC 2025415**  
**IH 41 Airport Freeway**  
**84<sup>th</sup> Street to N Lincoln Ave**  
**IH 41**  
**Milwaukee County**

### Letting of April 8, 2025

This is Addendum No. 02, which provides for the following:

#### Special Provisions:

| Revised Special Provisions |             |
|----------------------------|-------------|
| Article No.                | Description |
| 7                          | Utilities   |

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

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 02**  
**1090-03-75 & 1100-05-73**  
**April 1, 2025**

**Special Provisions**

**7. Utilities.**

*Insert the following section after the section titled **City of West Allis – Water**:*

**Verizon – Communications** has facilities within the project limits. The following will be completed during construction.

Arrange for a watchdog to be on site during traffic signal work at Station 75OK+50, 60' RT.

*Delete section titled **Verizon – Communications** under section titled **The following utility companies have facilities within the project area; however, no adjustments are anticipated**:*

END OF ADDENDUM



April 3, 2025

## Wisconsin Department of Transportation

Division of Transportation Systems  
Development  
Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

### NOTICE TO ALL CONTRACTORS:

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

**Proposal #08: 1090-03-75, WISC 2025414**  
**IH 43 – Airport Freeway**  
**Hale I/C**  
**IH 43**  
**Milwaukee County**

**1100-05-73, WISC 2025415**  
**IH 41 Airport Freeway**  
**84<sup>th</sup> Street to N Lincoln Ave**  
**IH 41**  
**Milwaukee County**

### Letting of April 8, 2025

This is Addendum No. 03, which provides for the following:

#### Special Provisions:

| Revised Special Provisions |                          |
|----------------------------|--------------------------|
| Article No.                | Description              |
| 3                          | Prosecution and Progress |

#### Schedule of Items:

| Revised Bid Item Quantities |                            |      |                                  |                              |                               |
|-----------------------------|----------------------------|------|----------------------------------|------------------------------|-------------------------------|
| Bid Item                    | Item Description           | Unit | Proposal Total Prior to Addendum | Proposal Quantity Change (-) | Proposal Total After Addendum |
| 204.0100                    | Removing Concrete Pavement | SY   | 1,200                            | -1,164                       | 36                            |

#### Plan Sheets:

| Revised Plan Sheets |   |
|---------------------|---|
| Plan Sheet          | Plan Sheet Title (brief description of changes to sheet)                                    |
| 33                  | Construction Details – Added a detail for the special concrete joint repair                 |
| 53-54               | Removal Plan – Revised “Removing Concrete Pavement” to “Concrete Pavement Replacement SHES” |
| 478                 | Miscellaneous Quantities – Revised “Removing Concrete Pavement” quantity                    |

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

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 03**  
**1090-03-75 & 1100-05-73**  
**April 3, 2025**

**Special Provisions**

**3. Prosecution and Progress.**

*Replace entire section titled **Rusty Patched Bumblebee (*Bombus affinis*)** with the following:*

**Rusty Patched Bumblebee (*Bombus affinis*)**

The Rusty Patched Bumblebee (RPBB) is a federally listed endangered species. The project will involve access to several existing bridges resulting in temporary ground disturbance. Ground disturbance activities that impact suitable habitat, such as closed canopy wooded areas, shall occur only during the bee's active season, between April 10th and October 10th to avoid the overwintering period for nesting queens and accidental take of the species. Conservation measures shall be taken to re-vegetate disturbed areas outside of the wetlands with a native wildflower seed mix that would benefit the RPBB in the area and provide improved foraging opportunities relative to the existing condition.

Tree clearing will be completed by others prior to work beginning. The contractor is responsible for removing the cut trees within the right-of-way. Tree removal is incidental to the grubbing item.

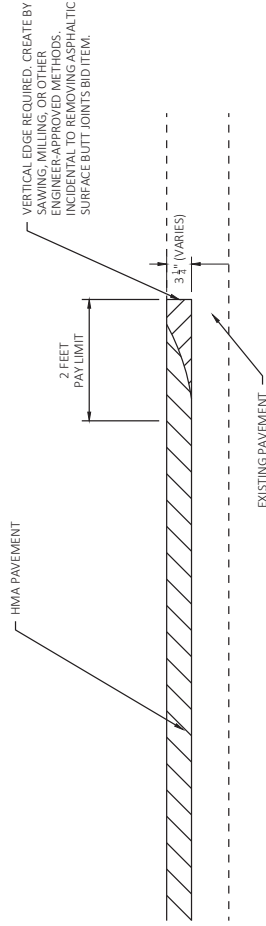
**Schedule of Items**

Attached, dated April 3, 2025, are the revised Schedule of Items Page 1.

**Plan Sheets**

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:  
Revised: 33, 53, 54 and 478.

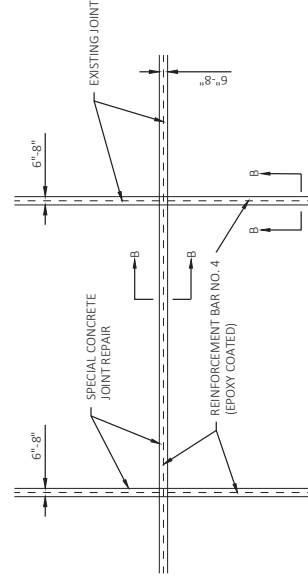
END OF ADDENDUM



|  |  |
|--|--|
|  | REMOVE MATERIAL UNDER ITEM "REMOVING ASPHALTIC SURFACE BUTT JOINT" |
|  | REMOVING ASPHALTIC SURFACE MILLING                                 |

## HMA LONGITUDINAL JOINT REPAIR &amp; HMA TRANSVERSE JOINT REPAIR

- ER.



SPECIAL CONCRETE JOINT REPAIR  
PARK & RIDE LOT

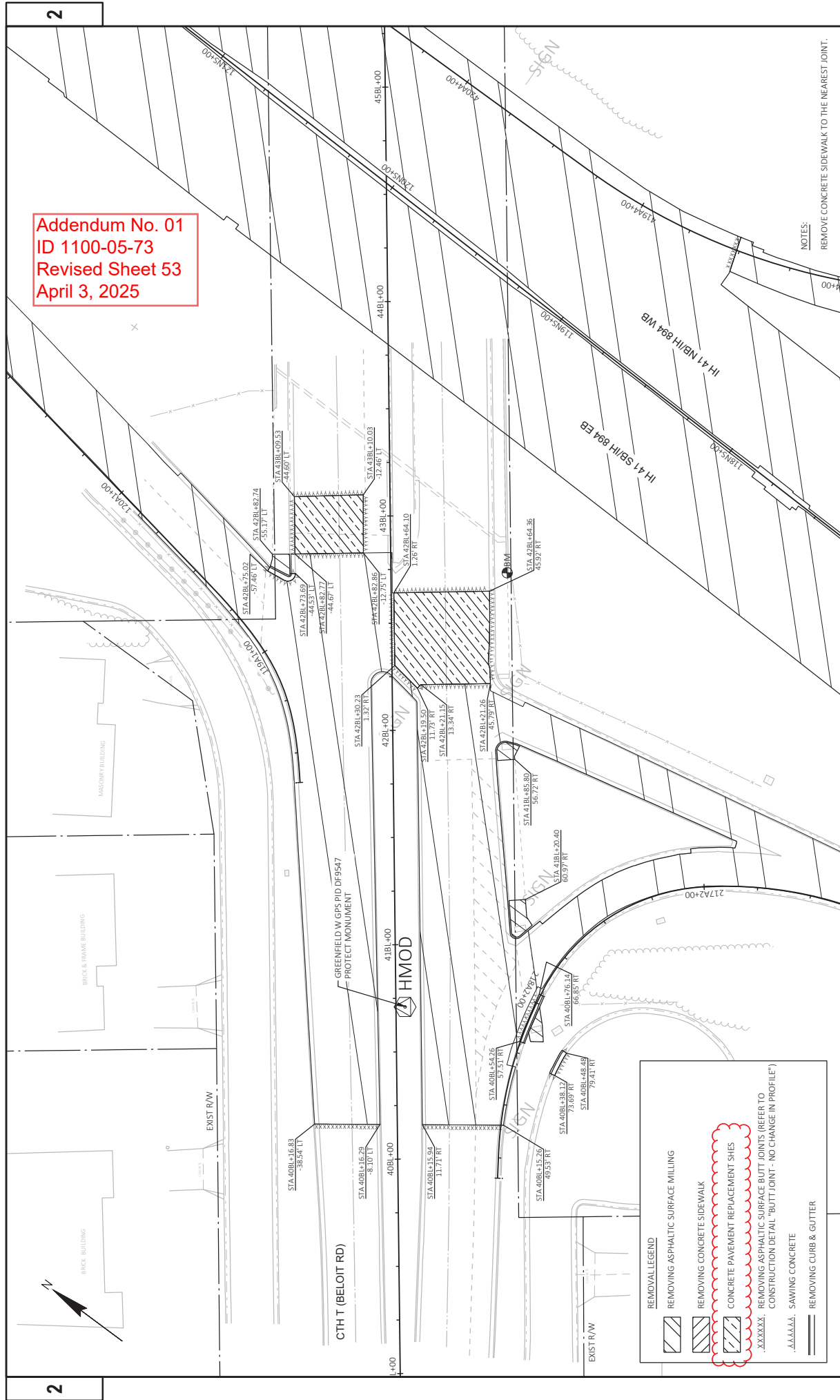
NOTES:

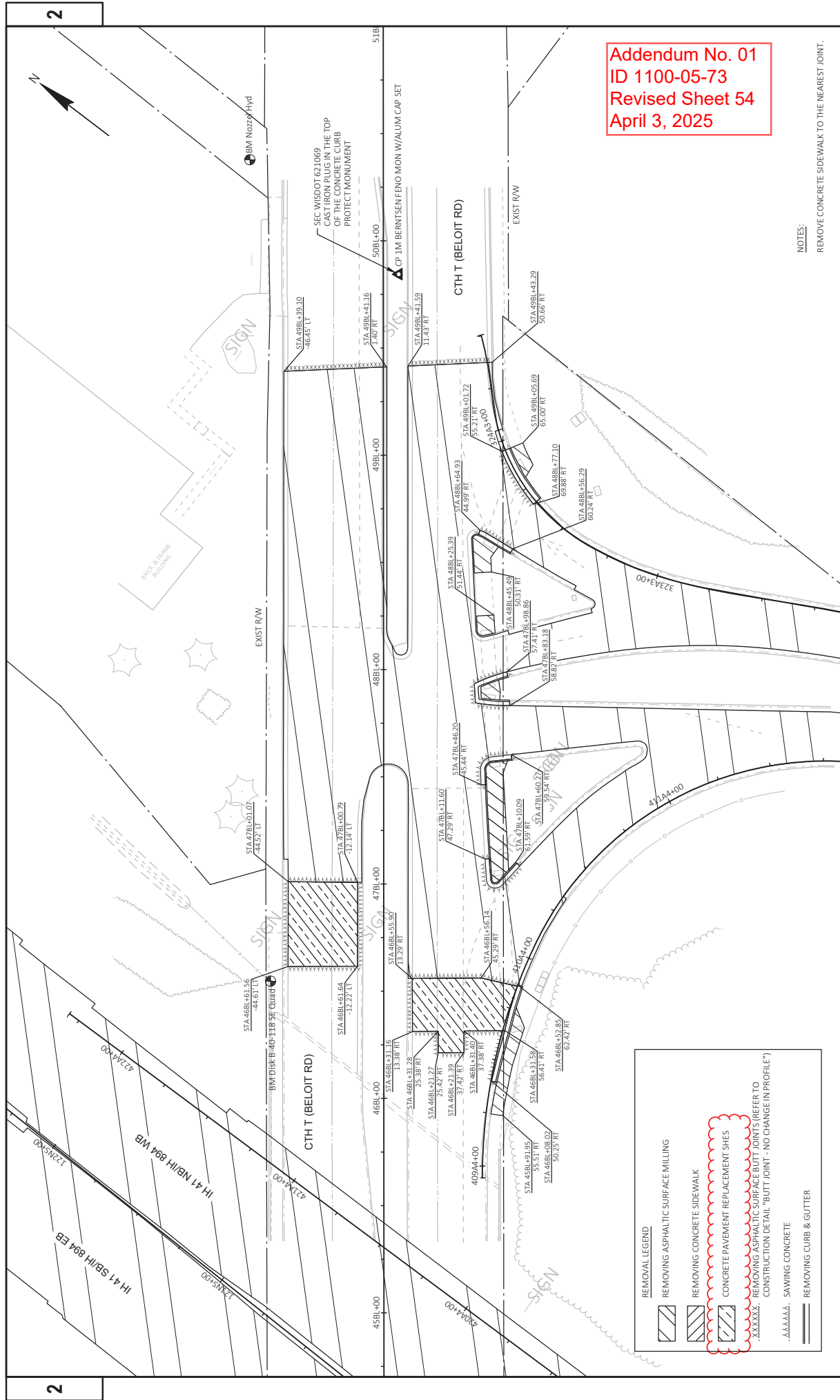
SHEET 33

PLOT NAME :

WISDOT/CADDs SHEET 422

Addendum No. 01  
ID 1100-05-73  
Revised Sheet 53  
April 3, 2025





Addendum No. 01  
ID 1100-05-73  
Revised Sheet 54  
April 3, 2025

NOTES:  
REMOVE CONCRETE SIDEWALK TO THE NEAREST JOINT.

|   |                            |                             |                            |                       |                       |
|---|----------------------------|-----------------------------|----------------------------|-----------------------|-----------------------|
| PROJECT NO: 1100-05-73                              | HWY: IH 41                 | COUNTY: MILWAUKEE           | REMOVAL PLAN - BELOIT ROAD | SHEET 54              | E                     |
| FILE NAME: N:\PDS\3201\000505\3\SHETS\021102-RM.DWG | FLY BY: JOHANSEN, AMANDA A | FLY DATE: 4/9/2025 10:27 AM | FLY NAME: 1 IN/40 FT       | FLY SCALE: 1 IN/40 FT | WISDOT/CADDS SHEET 42 |
| LAYOUT NAME: LOCAL 2                                |                            |                             |                            |                       |                       |

3

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## Proposal Schedule of Items

Page 1 of 22

Proposal ID: 20250408008 Project(s): 1090-03-75, 1100-05-73

Federal ID(s): WISC 2025414, WISC 2025415

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0002                 | 108.4400<br>CPM Progress Schedule   | 1.000<br>EACH                  | _____.     | _____.     |
| 0004                 | 203.0211.S<br>Abatement of Asbestos Containing Material (structure) 001. B-40-300 | 1.000<br>EACH                  | _____.     | _____.     |
| 0006                 | 203.0211.S<br>Abatement of Asbestos Containing Material (structure) 002. B-40-301 | 1.000<br>EACH                  | _____.     | _____.     |
| 0008                 | 203.0211.S<br>Abatement of Asbestos Containing Material (structure) 003. B-40-302 | 1.000<br>EACH                  | _____.     | _____.     |
| 0010                 | 203.0220<br>Removing Structure (structure) 001. B-40-302                          | 1.000<br>EACH                  | _____.     | _____.     |
| 0012                 | 203.0335<br>Debris Containment Over Waterway (structure) 001. B-40-188            | 1.000<br>EACH                  | _____.     | _____.     |
| 0014                 | 203.0335<br>Debris Containment Over Waterway (structure) 002. B-40-304            | 1.000<br>EACH                  | _____.     | _____.     |
| 0016                 | 203.0335<br>Debris Containment Over Waterway (structure) 003. B-40-305            | 1.000<br>EACH                  | _____.     | _____.     |
| 0018                 | 203.0335<br>Debris Containment Over Waterway (structure) 004. B-40-322            | 1.000<br>EACH                  | _____.     | _____.     |
| 0020                 | 203.0335<br>Debris Containment Over Waterway (structure) 005. B-40-323            | 1.000<br>EACH                  | _____.     | _____.     |
| 0022                 | 203.0335<br>Debris Containment Over Waterway (structure) 006. B-40-324            | 1.000<br>EACH                  | _____.     | _____.     |
| 0024                 | 204.0100<br>Removing Concrete Pavement  | 36.000<br>SY                   | _____.     | _____.     |
| 0026                 | 204.0115<br>Removing Asphaltic Surface Butt Joints                                | 225.000<br>SY                  | _____.     | _____.     |

