

HIGHWAY WORK PROPOSAL

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

Proposal Number: **007**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	1030-23-80	N/A	IH 94 East West; 35th St Bridge B-40-0015	IH 094

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: \$40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: August 13, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <div style="text-align: center;"> <h2>SAMPLE</h2> <h3>NOT FOR BIDDING PURPOSES</h3> </div>
Contract Completion Time December 15, 2024	
Assigned Disadvantaged Business Enterprise Goal 0%	
This contract is exempt from federal oversight.	

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

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

Subscribed and sworn to before me this date _____

 (Signature, Notary Public, State of Wisconsin)

 (Bidder Signature)

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

 (Print or Type Bidder Name)

 (Date Commission Expires)

 (Bidder Title)

Notary Seal

Type of Work: Bridge Repair, Pavement Marking.	For Department Use Only
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-bus/contractors/hcci/bid-let.aspx>

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.
- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids

B.1 On the Internet

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://wisconsin.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 envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

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)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

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)

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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STSP'S Revised January 5, 2024

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1030-23-80, IH 94 East West, 35th St Bridge B-40-0015, IH 94, 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, 2024 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 (20240105)

2. Scope of Work.

The work under this contract shall consist of partial bridge deck removal and replacement (B-40-0015, 35th Street over IH 94), girder replacement, bearing pad replacement, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

To revise the start date, submit a written request to the engineer at least 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; work on Saturdays and Sundays; and work at night.

Indicate on the proposed schedule of operations that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: structures work, traffic control, finishing items, and other incidental items. No additional payment will be made by the department for additional mobilizations.

Prior to beginning operations under this contract, submit in writing the proposed schedule of operations to the engineer for approval.

Enhanced Final Liquidated Damages

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$5,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

Schedule of Operations

The department anticipates that the schedule of work shall be as follows:

Traffic Staging:

IH 94

- All lanes and ramps open to traffic during peak hours.
- Short-term lane closures permitted during off-peak and night time hours.
- Full freeway closures permitted during restricted night time hours for bridge removal, girder erection, bearing removal and replacement, bridge form stripping, and bridge deck pours.

35th Street

- All lanes and shoulders remain open at all times, except the northbound outside through lane and shoulder is permanently closed during bridge construction operations.

Construction:

35th Street

- Bridge removal and proposed bridge work Structure B-40-0015.
- Fence, sidewalk, curb and gutter, and restoration work.

Traffic Control Deficiency Response Time Penalty

Supplement standard spec 643.3.1(8) with the following:

Upon receiving written notification from the engineer, clean, repair or replace traffic control devices not performing as intended to the satisfaction of the engineer within 2 hours. Failure to clean, repair or replace required traffic control within the time limits specified above will result in daily monetary deductions of \$500 for each 12-hour period (or portion thereof starting 2 hours after time of notification) in which the traffic control deficiency exists.

Contractor Coordination

Attend weekly scheduled meeting 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 closures to be performed and identifying issues requiring engineering action or input. Submit plans for all traffic control for review by the engineer and approval a minimum of one week prior to implementation.

Advance Notification

Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)	MINIMUM NOTIFICATION
Shoulder Closures	3 calendar days
Lane closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

Definitions – Freeway Work Restrictions

The following definitions apply to the contract for freeway work restrictions:

Weekday Peak Hours

- 5:30 AM – 9:30 PM Monday, Tuesday, Wednesday, Thursday
- 5:30 AM – 11:00 PM Friday

Weekday Off-Peak Hours

- 9:30 PM – 11:00 PM Monday, Tuesday, Wednesday, Thursday

Weekend Peak Hours

- 8:00 AM – 11:00 PM Saturday
- 8:00 AM – 9:30 PM Sunday

Weekend Off-Peak Hours

- 9:30 PM – 11:00 PM Sunday

Night Time Hours

- 11:00 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
- 11:00 PM – 8:00 AM Friday PM to Saturday AM, Saturday PM to Sunday AM

Full Freeway Closure Hours

- 11:00 PM – 4:30 AM Sunday through Thursday nights
- 11:00 PM – 6:00 AM Friday and Saturday nights

Extended Full Freeway Closure Hours (Bridge Demolition)

- 10:00 PM – 5:00 AM Sunday through Saturday nights

Service Ramp Closure Hours

- 9:00 PM – 6:00 AM Sunday through Thursday nights
- 10:30 PM – 8:30 AM Friday and Saturday nights

35th Street Restrictions

35th Street (Northbound):

- Maintain one through lane and one left turn lane at all times.
- Permanently close the right shoulder as shown in the plans to facilitate the bridge construction work.
- Permanently close the sidewalk on the east side of the bridge and detour pedestrians to use the sidewalk on the west side of the street.

35th Street (Southbound):

- Maintain existing traffic configuration at all times.
- Keep the sidewalk open at all times on the west side of the street.

Maintain access to all driveways and intersections at all times, except short term closures will be permitted utilizing flagging operations during Night Time Hours only for operations to install traffic control devices, temporary concrete barrier, and for equipment and material deliveries, or as otherwise approved by the engineer.

Freeway Work Restrictions – General

No Weekday Peak or Weekend Peak Hour lane closures are allowed.

Provide a minimum of two lanes in each direction of the freeways and ensure that the freeways are entirely clear for traffic during Weekday Off-Peak and Weekend Off-Peak Hours.

Provide a minimum of one lane in each direction of the freeway and ensure that the freeways are entirely clear for traffic during Night Time Hours except as allowed during full closure.

Freeway Work Restrictions – Full Closure

No full freeway closures are permitted for the IH 94 eastbound freeway lanes.

Full closure and detouring of IH 94 westbound freeway lanes will be restricted to Extended Full Freeway Closure Hours and Full Freeway Closure Hours. Extended Full Freeway Closure Hours will only be permitted for bridge demolition. Full Freeway Closure Hours will be permitted as approved by the engineer for other work operations, including full freeway closures to facilitate bridge removal, girder erection, bearing removal and replacement, bridge form stripping, and bridge deck pours. Provide signed detour routes, as shown in the plans that are fully open and free of construction during all full freeway and system ramp closures.

Submit request for freeway closures 14 calendar days prior to the planned closure events. Obtain prior approval from the engineer and the WisDOT SE Region Work Zone Traffic Engineer for said closures. Notify local emergency and police agencies 7 calendar days prior to closures.

Ramp Closures

No ramp closures are permitted during peak hours.

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

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

Detours

Full freeway night time closures will require a detour of IH 94 westbound.

Work Zone Ingress/Egress

Provide engineer approved signage and parallel deceleration and acceleration lanes for freeway access into and out of the work zones at locations approved by the engineer.

At the weekly traffic meetings, provide an Emergency Work Zone Access Plan and required updates, as approved by the engineer, to direct emergency responders accessing a mainline median barrier restricted work zone.

Locations of work zone egress or ingress for construction vehicles, other than as shown in the plans, is subject to approval from the engineer. Access into the work zones are not allowed directly from the freeway during peak, and off-peak hours, unless otherwise approved by the engineer. Access into the work zones from the freeway will be allowed during night-time hours, subject to approval by the engineer, if operations can be safely accomplished and do not result in non-construction traffic entering the work zones. Exiting work zones directly onto the freeway are only allowed when operations do not obstruct or slow traffic on the freeway. All construction vehicles shall yield to all through traffic at all locations.

Portable Changeable Message Signs

Obtain acceptance from the engineer regarding the location of all portable changeable message signs.

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

Equipment Parking/Materials Storage, Miscellaneous

Park or store equipment and materials only at work sites approved by the engineer. Parking equipment or storing materials on the shoulders or within 30' of the roadway during non-working hours is not permitted.

Comply with all local ordinances that apply to work operations pertaining to work during night time work hours. Furnish in writing any ordinance variance issued by the municipality or required permits to the engineer no less than three days before performing such work.

Keep open travel lanes free of construction debris at all times.

All work and operations shall be completed according to WisDOT Standard Detail Drawings, the MUTCD, and as directed by the engineer. Installing construction zone signage on existing sign posts or utility poles is not permitted.

General Restrictions

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Migratory Birds

No evidence of swallow or other migratory bird nests have been observed on or under B-40-015 during the preconstruction inspection. However, if nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures or obtain a depredation permit. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

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.

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:

IH 94 Freeway Closures

- 4:30 AM to 5:30 AM: \$1,500 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

Service Ramp

- \$2,000 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. Holiday and Special Event Work Restrictions.

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

- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day;
- From noon Wednesday, November 27, 2024 to 6:00 AM Monday, December 2, 2024 for Thanksgiving;
- From noon Monday, December 23, 2024 to 6:00 AM Thursday, January 2, 2025 for Christmas and New Year's Day.

Additional Special Event Freeway Restrictions:

During Milwaukee Bucks home games at Fiserv Forum

- Maintain two open lanes on westbound IH 94 until two hours after the game ends.

During other special events at Fiserv Forum

- Restrictions will be defined during construction on an as needed basis as determined by the engineer.

stp-107-005 (20210113)

6. Utilities.

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

stp-107-066 (20080501)

Due to the scope of work, limited utility coordination was performed for this project.

Coordinate construction activities with the engineer to adjust plans as needed to avoid any unanticipated utility conflicts.

7. Other Contracts.

The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated. Coordinate your work according to standard spec 105.5.

- ID 1228-22-70, I-43 North-South, Brown Street to Capitol Drive, Milwaukee County

8. Railroad Insurance and Coordination - Soo Line Railroad Company (CP).

A Description

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) 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 Soo Line Railroad Company d/b/a Canadian Pacific.

Notify evidence of the required coverage and duration to Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail: brian_osborne@cpkcr.ca

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

Include the following information on the insurance document:

- Project ID: 1030-23-80
- Work Performed on or within 50' of RR right-of-way: Traffic control

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	35 th Street	Milwaukee	386510V	Watertown	87.31
2	I-94	Milwaukee	386511C	Watertown	87.83

A.2 Train Operation

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	2	40	22	40	Daily	No switch trains
2	2	40	22	40	Daily	No switch trains

* Switch trains are in addition to freight and passenger trains.

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

Construction Contact

Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail brian_osborne@cpkcr.ca 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

Greda Lynn, Grade Crossing Coordinator; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 258-6619; E-mail greda_lynn@cpkcr.ca a minimum of 40 working days in advance to arrange for a railroad flagger. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

* Contact SOO Line (CP) prior to letting for flagman work hour availability.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact CP Call Before You Dig line at (866) 291-0741, five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

SOO Line (CP) will only locate railroad owned facilities located 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 (20240105)

9. Erosion Control.

Add the following to standard spec 107.20 as paragraphs nine through fifteen:

- (9) Erosion control best management practices (BMPs) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of top soil to minimize the exposure to possible erosion.
- (10) Provide the ECIP 14 days before the pre-construction conference. 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. Do not implement the ECIP until department approval and perform all work conforming to the approved ECIP.
- (11) Maintain Erosion Control BMPs until permanent vegetation is established or until the engineer determines that the BMP is no longer required.
- (12) Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.

- (13) Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 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.
- (14) Do not allow 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. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. 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.
- (15) Dewatering is incidental.
sef-107-010 (20180104)

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

John Roelke, License Number All-119523, inspected Structure B-40-15 for asbestos on February 27, 2024. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Chris Zacharias, (262) 548-6716, christopher.zacharias@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 03/20), 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 to Chris Zacharias, (262) 548-6716, christopher.zacharias@dot.wi.gov and via e-mail to dothazmatunit@dot.wi.gov or via U.S. 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:

- Site Name: Structure B-40-15, N 35th Street over IH94 E-W Freeway
- Site Address: 0.7M N JCT STH 59
- Ownership Information: WisDOT Transportation Southeast Region, 141 NW Barstow St, PO Box 798, Waukesha, WI, 53187-0798
- Contact: Chris Zacharias
- Phone: (262) 548-6716
- Age: 63 years old. This structure was constructed in 1961.
- Area: 12402 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20220628)

11. Notice to Contractor, Bearing Pads Elastomeric Laminated.

Lead time for Laminated Elastomeric Bearings Pads specified for this project is anticipated to be 10 to 12 weeks. Order the bearing pads as soon as possible to assure they are procured in a timely fashion and, therefore, available for erection of new girder 1. The plans allow alternate laminated bearing sizes. The contractor has the option to provide alternate bearings conforming to plan requirements with approval of

the engineer. The department is open to reviewing alternate bearings that may be more readily available if a bearing manufacturer has another project planned or under production that meets project requirements. The contractor will be responsible to ensure the fit of the alternate bearings and associated sole plates on the beam seat and under new girder 1.

12. Traffic Meetings and Traffic Control Scheduling.

Every Thursday by 9:00 AM, 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.

Meet with the engineer between 10:00 - 11:30 AM on Thursdays at the project field office to discuss and answer questions on the proposed schedule. 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 requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

sef-643-040 (20150319)

13. 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 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

Replace standard spec 104.3.2 and 104.3.3 with the following:

104.3.2 (Vacant)

104.3.3 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 104.3.5 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 (20141211)

14. 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 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)

15. Removing Old Culverts and Bridges.

Add the following to standard spec 203.3.1:

203.3.1.1 Structure Removal Site Safety Plan

- (5) Prepare a Structure Removal Site Safety Plan covering all structure removal work included in the contract. Maintain posted copies of the Structure Removal Site Safety Plan at the site in the project field office. Provide two copies of the Structure Removal Site Safety Plan to the engineer at least four weeks before beginning removal work.

16. Concrete Masonry Bridges.

Replace the entire text of standard spec 502.3.9.6 with the following:

502.3.9.6 Bridge Decks

- (1) Protect concrete in bridge decks as specified for structural masonry, and except for parapets and similar pours, according to the following requirements:
 1. Do not place concrete for bridge decks or other superstructure elements when the National Weather Service forecast for the construction area predicts temperatures to fall below 32 F within 24 hours, unless the engineer specifically allows or requires in writing.
 2. Protect the underside of the deck, including the girders, for bridge deck pours by housing and heating when the National Weather Service forecast predicts temperatures to fall below 32 F during the cold weather protection period. Maintain a minimum temperature of 40 F in the enclosed area under the deck for the entire 14-day curing period.

17. Removing Bearings B-40-015, Item 506.7050.S.01.

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-40-015 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.01	Removing Bearings B-40-015	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)

18. Preparation and Coating of Top Flanges B-40-015, Item 517.0901.S.01.

A Description

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

B (Vacant)

C Construction

For top flanges and edges that have no paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean the top surface and edges of the top flanges and paint them with one coat of an approved zinc rich primer. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For top flanges and edges that have paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean all areas of rust and loose paint on the top surface and edges of the top flanges. Wash the top surface and edges of the top flanges and paint them with one coat of an approved zinc-rich primer according to paint manufacturer's recommendations. If flash rusting occurs before the application of the primer, stop painting application, remove the flash rusting and paint cleaned surface. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, or and according to paint manufacturer's cleaning recommendations. Sound paint need not be removed with the exception of an area 12 inch on either side of hanger assembly centerlines. Clean this area to base metal according to the paint manufacturer's cleaning recommendations and paint them one coat of an approved zinc-rich primer according to paint manufacturer's recommendations. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For areas of exposed steel members that are to be imbedded in new concrete and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, thoroughly clean the surface area of exposed steel members that are to be imbedded in the new concrete and solvent wash and paint one coat of an approved zinc rich primer according to paint manufacturer's recommendations to these areas. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

According to the approved project specific hazardous material containment plan, furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover containers at all times except when adding or removing 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. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

D Measurement

The department will measure Preparation and Coating of Top Flanges B-40-015 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
517.0901.S.01	Preparation and Coating of Top Flanges B-40-015	EACH

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the coating.

stp-517-010 (20210708)

19. Structure Overcoating Cleaning and Priming B-40-015, Item 517.3001.S.01.

A Description

This special provision describes cleaning and painting with two or three coats of paint the metal surfaces.

A.1 Areas to be Cleaned and Painted

Structure B-40-015

1. Two Coat Area: 0 SF with SP 1 cleaning.
2. Three Coat Area:
 - 0 SF with SP 2 cleaning.
 - 0 SF with SP 3 cleaning.
 - 30 SF with SP 11 cleaning.
 - 0 SF with SP 15 cleaning.
 - 30 SF total three-coat area.

B Materials

Furnish an epoxy coating system from the department's APL for Paint- structure maintenance.

C Construction

C.1 Surface Preparation

Before overcoating or power tool cleaning, solvent clean all surfaces to be coated according to SSPC-SP1. A SSPC-SP 11 power Tool Cleaning according to Steel Structures Painting Council Specification 11 will be required on all metal surfaces to be painted with a three-coat system. 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 two or three coats of an approved coating system as specified herein to the surfaces as described in A.1 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 according to the manufacturer's recommendations.

Before 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 according 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%.

D Measurement

The department will measure Structure Overcoating Cleaning and Priming B-40-015 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
517.3001.S.01	Structure Overcoating Cleaning and Priming B-40-015	EACH

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

stp-517-036 (20210708)

20. Containment and Collection of Waste Materials B-40-015, Item 517.4001.S.01.

A Description

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation of steel surfaces, collecting such spent material, and labeling and storing the spent material in waste containers.

B Materials

Provide 5-gallon lidded plastic containers for containing the spent material.

C Construction

Erect tarpaulins or other materials to collect all of the spent material from power tool cleaning. Consider and treat all spent material as hazardous waste.

Collect and store all waste material collected by this operation at the bridge site for disposal. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in 5-gallon lidded plastic containers.

Label each container with the date the first waste was placed in the container and the words "Hazardous Waste – EPA Waste Code D008." Lock and 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.

Collect the spent debris by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. The enclosure shall be thoroughly cleaned at the end of each work day.

D Measurement

The department will measure Containment and Collection of Waste Materials B-40-015 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
517.4001.S.01	Containment and Collection of Waste Materials B-40-015	EACH

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices, collecting, labeling and storing spent materials in appropriate containers.

stp-517-037 (20230113)

21. Covering Signs.

Replace standard spec 643.2.3.3(2) with the following:

- (2) Ensure that covers are flat black, blank, and opaque.

Add the following to standard spec 643.3.4.1 as paragraph four:

- (4) If multiple messages on a single sign are required to be covered, minimize the number of holes created by covering the sign with a single rectangular shaped covering. Multiple coverings on a single sign is only permissible where necessary to avoid covering necessary content or as directed by the engineer. Submit sign covering plans to the engineer for single signs requiring multiple coverings 3 days before performing work. Obtain engineer approval before covering signs. Remove sign coverings before placing fixed messages signs unless otherwise directed by the engineer.

sef-643-005 (20180104)

22. 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)

23. Non-Destructive Testing and Repair of Damaged Girders, Item SPV.0060.01.

A Description

This special provision describes inspecting and repairing damaged girders, diaphragms and connections which are to be left in place. Perform arm's length visual and non-destructive testing (NDT) at locations indicated on the plans, and any locations of detected or suspected hairline cracking as part of this inspection. The damage from vehicle collision impacted the girders over lane two of the north span. Focus the inspection on the center third of the girders, cover plate welds, and the in-span diaphragms and connections. A September 19, 2023 inspection report noted ½" distortion of girder 2; damage at in-span diaphragm connections between girders 2 and 3; and scrapes and gouges in bottom flanges and cover plates of girders 2, 3, 4 and 6. Repairs of existing girders and connection plates are expected to require drilling mouse holes at crack ends, grinding damaged/impacted flange edges exposed corners, and grinding edges of cover plates. No heat straightening is anticipated.

B (Vacant)

C Construction

C.1 Contractor Qualifications

The contractor's personnel performing NDT testing shall have at least 5 years of experience in inspection and repairs of structural steel.

A minimum of 15 working days prior to the pre-construction meeting, submit to the engineer for approval a report documenting the experience of the personnel and the projects worked on including the date, location, bridge owner, along with contact names, current phone numbers and e-mail addresses. Include relevant information, experience and qualifications of the firm completing NDT testing for acceptance by the department.

C.2 Existing Paint Removal

Remove existing paint according to SSPC-SP11 Power Tool Cleaning to Bare Metal or equal. Remove all existing paint, mill scale, and rust within the heat affected zone except that up to 33% staining from rust and mill scale is permitted to remain. Remove paint as necessary to perform inspections and to the engineer's satisfaction. Feather the edges of remaining old paint so that the repainted surface has a reasonably smooth appearance.

C.3 Grinding Flange Edges

Round all damaged/impacted exposed corners of main members and cover plates as necessary to achieve a 1/16-inch radius or equivalent flat surface at a 45-degree angle. Grind edges at all locations of planned work to prevent edge cracking to the engineer's satisfaction.

C.4 Damage Inspection

Visually inspect all areas of damage, suspected damage, yield lines and zones of plastic bending. Also inspect all secondary members and connections between main and secondary members that potentially distributed forces causing damage. Perform this work with inspected surfaces being within approximately 24 inches from the inspector. Use access equipment, illumination, and nondestructive testing as necessary to identify, measure and document the location and details of: buckling; crimps; misalignment; twists; tears; burrs; damaged edges; punched holes; pull out of secondary members; cracks or other physical distress. Remove existing paint and test using magnetic particle testing all areas of detected and suspected hairline cracking according to the procedures and techniques for dry powder magnetic particle examination using the yoke method, ASTM E709, Practices for Magnetic Particle Examination.

C.5 Submittal

Before making any repairs, submit to the department for approval a Visual and NDT Inspection Report describing the locations inspected, NDT results, and proposed repairs performed.

D Measurement

The department will measure Non-Destructive Testing and Repair of Damaged Girders as a single unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Non-Destructive Testing and Repair of Damaged Girders	EACH

Payment is full compensation for inspecting damaged girders, diaphragm members and connections; inspecting all suspected areas of cracking by visual and non-destructive testing (NDT); isolated steel repairs such as mouse hole drilling and grinding gouges in bottom flanges and cover plates; and for submitting a Visual and NDT Inspection Report to the department.

24. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.02.

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.0060.02	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)

25. Traffic Control Full Freeway Closure, Item SPV.0060.03.

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.0060.03	Traffic Control Full Freeway Closure	EACH

Payment is full compensation for closing and re-opening the freeway. Phasing of the full freeway closure will be paid as a single Traffic Control Full Freeway Closure. Traffic Control devices will be paid separately.

sef-643-003 (20180627)

26. Temporary Support B-40-015, Item SPV.0060.04.

A Description

This special provision describes the design, construction, maintenance, and removal of a temporary support system for staged construction of a bridge deck as shown on the contract plans.

B Materials

Furnish materials conforming to standard spec part 5: Structures.

B.1 Design

All dead, live, and construction loading conditions shall be determined by the contractor.

B.2 Plan Requirements and Submittals

Provide plans and submit conforming to standard spec 526.3.3.

C Construction

Construct the temporary support system conforming to standard spec 526.3.4.

D Measurement

The department will measure Temporary Support B-40-015 as each support system, 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.0060.04	Temporary Support B-40-015	EACH

Payment for Temporary Support B-40-015 is full compensation for designing, constructing, maintaining, and removing the temporary support system as called for in the plans.

(20230209)

27. Survey Project 1030-23-80, Item SPV.0060.05.

A Description

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard spec 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:

- bridge structure layout
- supplemental control
- 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 and gutter vertical locations.

Replace standard spec 650.3.1(6) 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.

D Measurement

Replace standard spec 650.4 with the following:

- (1) The department will measure Survey Project 1030-23-80 as a single each unit, 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.0060.05	Survey Project 1030-23-80	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)

**28. Cold Weather Marking Arrow Epoxy, Item SPV.0060.06;
Cold Weather Marking Word Epoxy, Item SPV.0060.07;
Cold Weather Marking Symbol Epoxy, Item SPV.0060.08;
Cold Weather Marking Stop Line Epoxy 18-Inch, Item SPV.0090.06.**

A Description

This special provision describes providing cold weather pavement markings in accordance with standard spec 646 and the plans.

B Materials

Provide materials according to standard spec 646.

C Construction

Perform work according to standard spec 646 and as shown in the plans. Perform cold weather application as specified in standard spec 646.3.1.3. Perform grooving as specified in standard spec 646.3.2.3.

D Measurement

The department will measure Cold Weather Marking Arrow Epoxy, Cold Weather Marking Word Epoxy, and Cold Weather Marking Symbol Epoxy as each individual unit, acceptably completed.

The department will measure Cold Weather Marking Stop Line Epoxy 18-Inch by the linear foot of line, 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.0060.06	Cold Weather Marking Arrow Epoxy	EACH
SPV.0060.07	Cold Weather Marking Word Epoxy	EACH
SPV.0060.08	Cold Weather Marking Symbol Epoxy	EACH
SPV.0090.06	Cold Weather Marking Stop Line Epoxy 18-Inch	LF

Payment shall be in accordance with standard spec 646.5.

29. Remove, Salvage and Reset Fence, Item SPV.0090.01.

A Description

This special provision describes removing chain link fencing and posts from existing bridge parapets to the limits shown on the plans, storing them, and then resetting the fence when the new parapet is complete.

B (Vacant)

C Construction

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

If 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 Remove, Salvage and Reset Fence by the linear foot of fence, 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	Remove, Salvage and Reset Fence	LF

Payment is full compensation for removing the chain link fencing and posts; properly storing the fence and posts; furnishing and installing hardware and required parts that cannot be salvaged; and for resetting the posts, rails, and mesh.

30. Protect and Reset Expansion Device, Item SPV.0090.04.

A Description

This special provision describes removing concrete deck and sidewalk while protecting the existing expansion device for incorporation into the new work to the limits shown on the plans. Remove the sidewalk cover plate, store the plate and hardware, and then reinstall the plate after the sidewalk has been poured.

B (Vacant)

C Construction

Remove the cover plate and stainless-steel screws, taking care not to damage them. Store the cover plate and screws in an area away from construction activities to preclude damage to them. Remove the concrete deck and sidewalk while leaving the steel extrusions and anchors in place. Perform concrete removal with care to avoid damage to the existing expansion joint device.

If 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 Protect and Reset Expansion Device by the linear foot of fence, 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.0090.04	Protect and Reset Expansion Device	LF

Payment is full compensation for protecting and taking care not to damage the existing expansion device during concrete deck and sidewalk removal; properly storing the cover plate and screws; furnishing and installing hardware and required parts that cannot be salvaged; resetting the expansion device into the new deck and sidewalk; and for re-installing the sidewalk cover plate.

31. Temporary Fence Chain Link 6-FT, Item SPV.0090.05.

A Description

This special provision describes furnishing, erecting, and maintaining temporary chain link fence 6-foot including gates, as shown on the plans and as directed by the engineer, according to standard spec 616, and as hereinafter provided.

B Materials

Fencing parts furnished do not have to be new materials. Used, re-rolled and open seam materials will be permitted. Gates shall be a minimum of 12 feet wide.

C Construction

Fence posts may be driven into the ground or set in augured holes, backfilled and compacted. Minimum embedment shall be 4 feet. In paved areas fence posts shall be fastened to either temporary concrete barrier or the pavement by methods ensuring a secure enclosure. Where fence is installed in areas that are not to be disturbed by subsequent construction activities, the disturbed areas shall be restored in kind at no additional cost to the department.

D Measurement

The department will measure Temporary Fence Chain Link 6-FT by the linear foot from end posts, center to center, along the ground line, acceptably completed. Temporary fence will be measured once for payment. Additional measurement for fence maintenance and removal will not be made.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Temporary Fence Chain Link 6-FT	LF

Payment is full compensation for furnishing all materials; erecting posts, gates, and fence; maintain fencing; removing and disposing of fencing; and for restoring disturbed areas.

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:

108 Prosecution and Progress

Add subsection 108.9.4.1 effective with the November 2023 letting:

108.9.4.1 Winter Suspension for Completion Date Contracts

- (1) The contractor may request a winter suspension for a completion date contract. If the department determines weather conditions do not allow for the completion of the remaining work, the department may approve the contractor's request and determine the start date of the winter suspension. The end date of the winter suspension is March 31 or a date mutually agreed upon by both parties. For multi-year contracts, the department will only consider winter suspension for the final year of the contract.
 - (2) During winter suspension, store all materials in a manner that does not obstruct vehicular and pedestrian traffic and protect the materials from damage. Install traffic control and other safety devices necessary to protect the traveling public and pedestrians. Provide suitable drainage and install temporary erosion control where necessary. If the winter suspension begins when liquidated damages are being assessed, or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the cost of necessary pre-suspension work is incidental. If the winter suspension begins prior to the contract completion date, and the work has progressed as scheduled and would have been completed prior to the completion date, the cost of pre-suspension work will be paid as specified under 109.4.
 - (3) For a winter suspension that begins prior to the contract completion date and the work has progressed as scheduled and would have been completed prior to the completion date, the engineer will extend contract time to correspond with the end of the winter suspension and liquidated damages will not be assessed during the winter suspension.
 - (4) For a winter suspension that begins when liquidated damages are being assessed or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the engineer will not extend contract time. Time will be suspended until the end of the winter suspension. Liquidated damages will not be assessed during the winter suspension and liquidated damages will resume at the end of the winter suspension.
-

108.10.2 Excusable, Non-Compensable Delays

108.10.2.1 General

Replace entire section with the following effective with the January 2024 letting:

- (1) Non-compensable delays, 108.10.2.1(3), are excusable delays not the contractor's or the department's fault. The engineer will not pay for the delay costs listed in 109.4.7 for non-compensable delays.
 - (2) For non-compensable delays under calendar day and completion date contracts, the engineer will extend contract time if the conditions specified in 108.10.1 are met. The department will relieve the contractor from associated liquidated damages, as specified in 108.11, if the engineer extends time under 108.10.1.
 - (3) The following are non-compensable delays:
 1. Delays due to earthquakes, other cataclysmic phenomena of nature the contractor cannot foresee and avoid, severe weather or job conditions caused by recent weather as specified in 108.10.2.2.
 2. Extraordinary delays in material deliveries the contractor or their suppliers cannot foresee and forestall resulting from strikes, lockouts, freight embargoes, industry-wide shortages, governmental acts, or sudden disasters.
 3. Delays due to acts of the government, a political subdivision other than the department, or the public enemy.
 4. Delays from fires or epidemics.
 5. Delays from strikes beyond the contractor's power to settle not caused by improper acts or omissions of the contractor, their subcontractors, or their suppliers.
 6. Altered quantities as specified in 109.3.
-

108.10.3 Excusable Compensable Delays

Replace entire section with the following effective with the January 2024 letting:

- (1) Compensable delays are excusable delays due to the department's actions or lack of actions. The engineer will grant a time extension for a compensable delay if the conditions specified in 108.10.1 are met.
- (2) The following are compensable delays:

1. A contract change for revised work as specified for extra work under 104.2.2.1, for a differing site condition under 104.2.2.2, or for significant changes in the character of the work under 104.2.2.4.
 2. A contract change for an engineer-ordered suspension under 104.2.2.3.
 3. The unexpected discovery of human remains, an archaeological find, or historical find consistent with 107.25.
 4. The unexpected discovery of a hazardous substance consistent with 107.24.
 5. The non-completion of work that utilities or other third parties perform, if that work is not completed as specified in the contract.
- (3) For a compensable delay or a time extension, the department will relieve the contractor from associated liquidated damages under 108.11, and will pay the contractor for delay costs determined as follows:
1. Adjust the contract price as specified in 109.4.2 through 109.4.5 for delays under item 1 of 108.10.3(2).
 2. Adjust the contract price as specified in 109.4.7 for delays under items 2 through 5 of 108.10.3(2).

310 Open Graded Base

310.2 Materials

Replace paragraph two with the following effective with the November 2023 letting:

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

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

AASHTO No. 67 ^[1]	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 – 100
1/2-inch	-
3/8-inch	20 – 55
No. 4	0 – 10
No. 8	0 – 5
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

[1] Size according to AASHTO M43.

390 Base Patching

390.4 Measurement

Replace entire section with the following effective with the November 2023 letting:

- (1) The department will measure Removing Pavement for Base Patching by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.
- (2) The department will measure Base Patching Asphaltic by the ton acceptably completed as specified for asphaltic pavement in 450.4.
- (3) The department will measure Base Patching Concrete HES and Base Patching Concrete SHES by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.

390.5 Payment

Replace entire section with the following effective with the November 2023 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
390.0100	Removing Pavement for Base Patching	CY
390.0201	Base Patching Asphaltic	TON
390.0305	Base Patching Concrete HES	CY
390.0405	Base Patching Concrete SHES	CY

- (2) Payment for Removing Pavement for Base Patching is full compensation for removing old pavement; for preparing the foundation and bringing up to grade. If the engineer orders the contractor to excavate yielding or unstable subgrade materials and backfill with suitable materials, the department will pay for that work with contract bid items or as agreed upon using 109.4.
- (3) Payment for Base Patching Asphaltic is full compensation for providing and compacting asphaltic mixture including asphaltic binder.
- (4) Payment for Base Patching Concrete HES and Base Patching Concrete SHES is full compensation for providing, curing, and protecting concrete. Payment also includes providing tie bars and dowel bars in unhardened concrete and steel within the patch. For tie bars and dowel bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars and Drilled Dowel Bars bid items as specified in 416.5.
- (5) Payment for Base Patching SHES also includes providing test data to the engineer as specified in 416.2.4.
- (6) The department will pay for sawing existing concrete pavement for removal under the Sawing Concrete bid item as specified in 690.5.

460 Hot Mix Asphalt Pavement**460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

Replace paragraph four with the following effective with the November 2023 letting:

- (4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

Blended aggregate gradations:

Drum plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to WTM T11 and T27.

Batch plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.

Asphalt content (AC) in percent:

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308.
- AC by chemical extraction according to AASHTO T-164 method A or B.
- AC by automated extraction according to WTM D8159.
- If the department is using an ignition oven to determine AC, conform to WTP H003.
- If the department is not using an ignition oven to determine AC, ignition oven correction factor (IOCF) must still be reverified for any of the reasons listed in WTP H003 Table 2 and conform to WTP H-003 sections 3 through 6.
- Gradation of resulting aggregate sample determined according to WTM T30.

Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

Air voids (Va) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the November 2023 letting:

- (3) The department will perform testing conforming to the following standards:
 - Bulk specific gravity (G_{mb}) of the compacted mixture according to WTM T166.
 - Maximum specific gravity (G_{mm}) according to WTM T209.
 - Air voids (V_a) by calculation according to WTM T269.
 - VMA by calculation according to WTM R35.
 - Asphalt content by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B, or automated extraction according to WTM D8159. If using an ignition oven to determine AC, conform to WTP H-003.

460.3.3.2 Pavement Density Determinations

Replace entire section with the following effective with the February 2024 letting:

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355. The engineer will determine density according to CMM 815 and WTM T355 as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as one day's production for each subplot type or one production shift if running 24 hours per day and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of the tests taken for that lot. The department determines the number of tests per lot according to WTP H-002.
- (4) An HTCP-certified Nuclear Density Technician I (NUCDENSITYTEC-I) or a nuclear density ACT working under a NUCDENSITYTEC-I technician, will locate samples and perform the testing. A NUCDENSITYTEC-I technician will coordinate and take responsibility for the work an ACT performs. No more than one ACT can work under a single NUCDENSITYTEC-I technician. The responsible NUCDENSITYTEC-I technician will ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly.

503 Prestressed Concrete Members

503.2.2 Concrete

Replace paragraph five with the following effective with the November 2023 letting:

- (5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, IP, IT, II, or III cement. The contractor may replace up to 30 percent of type I, IL, II, or III cement with an equal weight of fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.4.2.2 and slag conforms to 501.2.4.2.3. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.5.2 for air-entrained concrete. Use only coarse aggregate conforming to 310.2(2).

604 Slope Paving

604.2 Materials

Replace paragraph three with the following effective with the November 2023 letting:

- (3) Under the Slope Paving Crushed Aggregate bid item, furnish crushed stone or crushed gravel conforming to the gradation in Table 604-01, but with the additional requirements that at least 75 percent of the particles, by count, have at least one fractured face. Determine fracture according to WTM D5821.

TABLE 604-01 COARSE AGGREGATE (% passing by weight)

AASHTO No. 4^[1]	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 4
2-inch	100
1 1/2-inch	90 - 100
1-inch	20 - 55
3/4-inch	0 - 15
1/2-inch	-
3/8-inch	0 - 5
No. 4	-
No. 8	-
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

[1] Size according to AASHTO M43.

612 Underdrains

612.3.9 Trench Underdrains

Replace paragraph one with the following effective with the November 2023 letting:

- (1) Under the Underdrain Trench bid item, excavate and backfill underdrain trenches. Backfill with coarse aggregate gradation conforming to 604.2(3). Before backfilling place geotextile as the plans show.

614 Semi-rigid Barrier Systems and End Treatments

614.2.6 Sand Barrel Arrays

Replace paragraph one with the following effective with the November 2023 letting:

- (1) Furnish sand barrels from the APL. Use fine aggregate conforming to gradation shown in Table 614-2 mixed with sodium chloride conforming to AASHTO M143. Apply an object marker to front-most barrel in the array.

TABLE 614-2 FINE AGGREGATE GRADATION

SEIVE	FINE AGGREGATE (% PASSING by WEIGHT)
3/8-inch	100
No. 4	90 - 100
No. 8	-
No. 16	45 - 85
No. 30	-
No. 50	5 - 30
No. 100	0 - 10
No. 200	<=3.5

628 Erosion Control**628.2.13 Rock Bags**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) Fill the bags with a clean, sound, hard, durable, engineer-approved coarse aggregate conforming by visual inspection to the gradation specified for coarse aggregate gradation in 604.2(3).

639 Drilling Wells**639.2.1 General**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) For grout use fine aggregate conforming to 501.2.7.2; and gradation conforming to 614.2.6(1); and type I, IL, IS, IP, or IT cement.

652 Electrical Conduit**652.3.1.2 Installing Underground**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in 651.3. Place at least 0.7 cubic feet of coarse aggregate gradation conforming to 604.2(3) directly under each drainage hole.

ERRATA

390.3.4 Special High Early Strength Concrete Patching

Correct errata link in paragraph (1) by changing from 416.3.8 to 416.3.7.

- (1) Construct as specified for special high early strength repairs under 416.3.7 except as follows:
 - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
 - Open to traffic as specified for concrete base in 320.3.

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

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

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

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

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).

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 project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsin.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://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form.

¹ 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 assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² 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).



Proposal Schedule of Items

Proposal ID: 20240813007 Project(s): 1030-23-80

Federal ID(s): N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0220 Removing Structure (structure) 01. B-40-015	1.000 EACH	_____.	_____.
0004	204.0100 Removing Concrete Pavement	10.000 SY	_____.	_____.
0006	204.0155 Removing Concrete Sidewalk	150.000 SY	_____.	_____.
0008	204.0170 Removing Fence	50.000 LF	_____.	_____.
0010	213.0100 Finishing Roadway (project) 01. 1030-23-80	1.000 EACH	_____.	_____.
0012	305.0120 Base Aggregate Dense 1 1/4-Inch	5.000 TON	_____.	_____.
0014	415.0090 Concrete Pavement 9-Inch	10.000 SY	_____.	_____.
0016	416.0610 Drilled Tie Bars	15.000 EACH	_____.	_____.
0018	502.0100 Concrete Masonry Bridges	30.000 CY	_____.	_____.
0020	502.3200 Protective Surface Treatment	65.000 SY	_____.	_____.
0022	502.3210 Pigmented Surface Sealer	20.000 SY	_____.	_____.
0024	502.4205 Adhesive Anchors No. 5 Bar	18.000 EACH	_____.	_____.
0026	505.0600 Bar Steel Reinforcement HS Coated Structures	5,590.000 LB	_____.	_____.
0028	506.0105 Structural Steel Carbon	1,030.000 LB	_____.	_____.
0030	506.0605 Structural Steel HS	7,590.000 LB	_____.	_____.



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Proposal ID: 20240813007 Project(s): 1030-23-80

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SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	506.2610 Bearing Pads Elastomeric Laminated	2.000 EACH	_____.	_____.
0034	506.3015 Welded Stud Shear Connectors 7/8x6-Inch	114.000 EACH	_____.	_____.
0036	506.7050.S Removing Bearings (structure) 01. B-40-015	2.000 EACH	_____.	_____.
0038	509.1500 Concrete Surface Repair	26.000 SF	_____.	_____.
0040	517.0601 Painting Epoxy System (structure) 01. B-40-015	1.000 EACH	_____.	_____.
0042	517.0901.S Preparation and Coating of Top Flanges (structure) 01. B-40-015	1.000 EACH	_____.	_____.
0044	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. B-40-015	1.000 EACH	_____.	_____.
0046	517.4001.S Containment and Collection of Waste Materials (structure) 01. B-40-015	1.000 EACH	_____.	_____.
0048	601.0331 Concrete Curb & Gutter 31-Inch	20.000 LF	_____.	_____.
0050	602.0410 Concrete Sidewalk 5-Inch	150.000 SF	_____.	_____.
0052	603.8000 Concrete Barrier Temporary Precast Delivered	188.000 LF	_____.	_____.
0054	603.8125 Concrete Barrier Temporary Precast Installed	188.000 LF	_____.	_____.
0056	616.0206 Fence Chain Link 6-FT	50.000 LF	_____.	_____.
0058	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1030-23-80	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240813007 Project(s): 1030-23-80

Federal ID(s): N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	619.1000 Mobilization	1.000 EACH	_____.	_____.
0062	625.0100 Topsoil	200.000 SY	_____.	_____.
0064	628.1905 Mobilizations Erosion Control	2.000 EACH	_____.	_____.
0066	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	_____.	_____.
0068	628.2008 Erosion Mat Urban Class I Type B	200.000 SY	_____.	_____.
0070	628.7020 Inlet Protection Type D	14.000 EACH	_____.	_____.
0072	629.0210 Fertilizer Type B	0.070 CWT	_____.	_____.
0074	630.0130 Seeding Mixture No. 30	3.500 LB	_____.	_____.
0076	630.0500 Seed Water	4.500 MGAL	_____.	_____.
0078	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0080	643.0300 Traffic Control Drums	13,583.000 DAY	_____.	_____.
0082	643.0420 Traffic Control Barricades Type III	780.000 DAY	_____.	_____.
0084	643.0705 Traffic Control Warning Lights Type A	1,560.000 DAY	_____.	_____.
0086	643.0715 Traffic Control Warning Lights Type C	3,406.000 DAY	_____.	_____.
0088	643.0800 Traffic Control Arrow Boards	300.000 DAY	_____.	_____.
0090	643.0900 Traffic Control Signs	4,920.000 DAY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240813007 Project(s): 1030-23-80

Federal ID(s): N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	643.0920 Traffic Control Covering Signs Type II	1.000 EACH	_____.	_____.
0094	643.1050 Traffic Control Signs PCMS	160.000 DAY	_____.	_____.
0096	643.3180 Temporary Marking Line Removable Tape 6-Inch	55.000 LF	_____.	_____.
0098	643.4100 Traffic Control Interim Lane Closure	20.000 EACH	_____.	_____.
0100	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0102	644.1810 Temporary Pedestrian Barricade	36.000 LF	_____.	_____.
0104	646.3020 Marking Line Epoxy 8-Inch	982.000 LF	_____.	_____.
0106	646.5020 Marking Arrow Epoxy	12.000 EACH	_____.	_____.
0108	646.5120 Marking Word Epoxy	6.000 EACH	_____.	_____.
0110	646.5220 Marking Symbol Epoxy	2.000 EACH	_____.	_____.
0112	646.6120 Marking Stop Line Epoxy 18-Inch	92.000 LF	_____.	_____.
0114	646.6468 Cold Weather Marking Epoxy 8-Inch	982.000 LF	_____.	_____.
0116	646.9110 Marking Removal Line Water Blasting 8-Inch	1,013.000 LF	_____.	_____.
0118	646.9210 Marking Removal Line Water Blasting Wide	92.000 LF	_____.	_____.
0120	646.9310 Marking Removal Special Marking Water Blasting	11.000 EACH	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	58.000 LF	_____.	_____.
0124	690.0250 Sawing Concrete	25.000 LF	_____.	_____.
0126	715.0502 Incentive Strength Concrete Structures	500.000 DOL	1.00000	500.00
0128	SPV.0060 Special 01. Non-Destructive Testing and Repair of Damaged Girders	1.000 EACH	_____.	_____.
0130	SPV.0060 Special 02. Traffic Control Close-Open Freeway Entrance Ramp	10.000 EACH	_____.	_____.
0132	SPV.0060 Special 03. Traffic Control Full Freeway Closure	10.000 EACH	_____.	_____.
0134	SPV.0060 Special 04. Temporary Support B-40-015	1.000 EACH	_____.	_____.
0136	SPV.0060 Special 05. Survey Project 1030-23-80	1.000 EACH	_____.	_____.
0138	SPV.0060 Special 06. Cold Weather Marking Arrow Epoxy	12.000 EACH	_____.	_____.
0140	SPV.0060 Special 07. Cold Weather Marking Word Epoxy	6.000 EACH	_____.	_____.
0142	SPV.0060 Special 08. Cold Weather Marking Symbol Epoxy	2.000 EACH	_____.	_____.
0144	SPV.0090 Special 01. Remove, Salvage and Reset Fence	60.000 LF	_____.	_____.
0146	SPV.0090 Special 04. Protect and Reset Expansion Device	10.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240813007 Project(s): 1030-23-80

Federal ID(s): N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	SPV.0090 Special 05. Temporary Fence Chain Link 6-Ft	114.000 LF	_____.	_____.
0150	SPV.0090 Special 06. Cold Weather Marking Stop Line Epoxy 18-Inch	92.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE