

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **031**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Buffalo	1000-18-88	N/A	Nw Region, Bridge Spot Pnt Fy2024;	VAR HWY
Clark			Various Highways, Nw Region Fy2024	
Dunn				
Pierce				
Trempealeau				
Chippewa				

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: May 14, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 18, 2024	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>  This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal 0%	

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

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

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

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

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

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

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

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

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

Notary Seal

<b>Type of Work:</b> Bridge Painting	<b>For Department Use Only</b>
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

<https://wisconsin.gov/Pages/doing-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](http://www.bidx.com) web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

<https://wisconsin.gov/Pages/doing-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<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
  3. The diskette or CD ROM is not submitted at the time and place the department designates.

#### **B Waiver of Electronic Submittal**

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

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

**PRINCIPAL**

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

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

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

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

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

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

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

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

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

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

**NOTARY FOR PRINCIPAL**

**NOTARY FOR SURETY**

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

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

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

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

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

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

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

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

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

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

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

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

**Notary Seal**

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

### Table of Contents

Article	Description	Page #
1.	General.....	2
2.	Scope of Work.....	2
3.	Prosecution and Progress.....	2
4.	Environmental Protection.....	3
5.	Traffic.....	3
6.	Holiday and Special Event Work Restrictions.....	4
7.	Utilities.....	5
8.	Other Contracts.....	6
9.	Structure Repainting General.....	7
10.	Structure Overcoating Cleaning and Priming B-06-0885, Item 517.3001.S.01; Structure Overcoating Cleaning and Priming B-09-0019, Item 517.3001.S.02; Structure Overcoating Cleaning and Priming B-10-0158, Item 517.3001.S.03; Structure Overcoating Cleaning and Priming B-17-0130, Item 517.3001.S.04; Structure Overcoating Cleaning and Priming B-17-0847, Item 517.3001.S.05; Structure Overcoating Cleaning and Priming B-47-0033, Item 517.3001.S.06; Structure Overcoating Cleaning and Priming B-61-0014, Item 517.3001.S.07; Structure Overcoating Cleaning and Priming B-61-0118, Item 517.3001.S.08.....	7
11.	Containment and Collection of Waste Materials B-06-0885, Item 517.4001.S.01; Containment and Collection of Waste Materials B-09-0019, Item 517.4001.S.02; Containment and Collection of Waste Materials B-10-0158, Item 517.4001.S.03; Containment and Collection of Waste Materials B-17-0130, Item 517.4001.S.04; Containment and Collection of Waste Materials B-17-0847, Item 517.4001.S.05; Containment and Collection of Waste Materials B-47-0033, Item 517.4001.S.06; Containment and Collection of Waste Materials B-61-0014, Item 517.4001.S.07; Containment and Collection of Waste Materials B-61-0118, Item 517.4001.S.08.....	9
12.	Portable Decontamination Facility B-06-0885, Item 517.6001.S.01; Portable Decontamination Facility B-09-0019, Item 517.6001.S.02; Portable Decontamination Facility B-10-0158, Item 517.6001.S.03; Portable Decontamination Facility B-17-0130, Item 517.6001.S.04; Portable Decontamination Facility B-17-0847, Item 517.6001.S.05; Portable Decontamination Facility B-47-0033, Item 517.6001.S.06; Portable Decontamination Facility B-61-0014, Item 517.6001.S.07; Portable Decontamination Facility B-61-0118, Item 517.6001.S.08.....	10
13.	Maintaining Bird Deterrent System B-06-0885, Item 999.2005.S.01; Maintaining Bird Deterrent System B-10-0158, Item 999.2005.S.02; Maintaining Bird Deterrent System B-17-0847, Item 999.2005.S.03; Maintaining Bird Deterrent System B-47-0033, Item 999.2005.S.04.....	11
14.	Cleaning and Painting Bearings B-06-0885, Item SPV.0060.01; Cleaning and Painting Bearings B-09-0019, Item SPV.0060.02; Cleaning and Painting Bearings B-10-0158, Item SPV.0060.03; Cleaning and Painting Bearings B-17-0130, Item SPV.0060.04; Cleaning and Painting Bearings B-17-0847, Item SPV.0060.05; Cleaning and Painting Bearings B-47-0033, Item SPV.0060.06; Cleaning and Painting Bearings B-61-0014, Item SPV.0060.07; Cleaning and Painting Bearings B-61-0118, Item SPV.0060.08.....	14

## STSP'S Revised January 5, 2024

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 1000-18-88, NW Region, Spot Painting Bridge, Bridge Spot Painting (VAR), Various, Buffalo, Chippewa, Clark, Dunn, Pierce, and Trempealeau 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 bridge spot painting 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.

Complete all work by October 18, 2024.

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.

#### Migratory Birds - Netting

Swallow or other migratory bird nests have been observed on or under the existing structure(s). 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.

See below for information on affected structure(s). As a last resort, apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring.

Either prevent active nests from becoming established or prevent birds from nesting by installing and/or maintaining one suitable deterrent device on the following structure(s) prior to nesting activity under the bid item Maintaining Bird Deterrent System:

- B-06-0885
- B-10-0158
- B-17-0847
- B-47-0033

The structures have an existing deterrent that was installed by WisDOT.

## **Migratory Birds – Non-netting**

Swallow or other migratory bird nests have been observed on the following structures; however, deterrent is not needed because construction activities that may affect the underside or interior of structure(s) will not occur during the migratory bird nesting season. If it is determined during construction that nests are not present, a re-evaluation may be done by the Regional Environmental Coordinator to allow work. 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:

- B-09-0019
- B-17-0130
- B-61-0014
- B-61-0118

Work on these structures must take place between September 1<sup>st</sup>, 2024 and October 18<sup>th</sup>, 2024, unless the Regional Environmental Coordinator determines no nests are present.

## **Northern Long-eared Bat (*Myotis septentrionalis*)**

Northern long-eared bats (NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work, and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

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

Direct temporary lighting, if used, away from wooded areas during the bat active season April 1 to October 31, both dates inclusive.

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

## **4. Environmental Protection.**

The following conditions have been stated by the Wisconsin Department of Natural Resources:

- All work being done will result with no ground disturbance and no in-stream work.
- While no in-stream work is planned with this project, runoff during spot painting operations is a concern. Please take all appropriate measures to ensure that the epoxy materials do not reach any surface waters. Please report any incidental spills to the 24-hour toll free hotline at 1 (800) 943-0003. It is recommended that the contractor prepare a spill response contingency plan, prior to beginning work.
- If necessary, any incidental ground disturbances should be restored as soon as conditions permit. Appropriate erosion control devices should be in place until restoration of disturbed soils is complete.
- Any material from this project inadvertently falling onto the bed and banks of the associated waterway and/or wetlands, must be removed immediately.

## **5. Traffic.**

### **General**

Keep all roadways open to two-way traffic at all times during construction operations under this contract except one-way traffic will be allowed during daylight hours while flag persons are on duty.

## Property Access

Maintain access to properties along the project for local residents, businesses, and emergency vehicles.

## Wisconsin Lane Closure System Advance Notification

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

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

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

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

## Temporary Regulatory Speed Limit Reduction

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two-lane, two-way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work lasts less than seven days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs.

## Pedestrian Accommodations

Sidewalk detours should follow the routes listed below for the specified location.

B-17-0130: For the northern crossing, the detour should utilize the intersection of Wolske Bay Road/Meadow Road and USH 12 W–STH 25 N. For the southern crossing, the detour should utilize the pedestrian overpass at 2<sup>nd</sup> Avenue West (extended).

B-61-0118: For the northern crossing, the detour should utilize the intersection of 7<sup>th</sup> street and USH 53-Harmony Street. For the southern crossing, the detour should utilize the intersection of Park Avenue and USH 53–Harmony Street.

## 6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 37, CTH X, STH 73, STH 25, USH 12, STH 29, STH 72, STH 29, STH 95, and USH 53 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:



- From noon Friday, May 24, 2024, to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Wednesday, July 3, 2024, to 6:00 AM Monday, July 8, 2024 for Independence Day;
- From noon Friday, August 30, 2024, to 6:00 AM Tuesday, September 3, 2024 for Labor Day.

stp-107-005 (20210113)

## **7. Utilities.**

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

stp-107-066 (20080501)

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

There are utilities attached to Structures B-17-0130, B-61-0014 & B-61-0018. Utilities must be worked around and maintained in the existing location.

### **24-7 Telcom Inc (COMLN)**

24-7 Telcom has an underground facility at B-17-0847. This facility is located in the south right-of-way. They also lease a duct from AT&T WI that is attached to the underside of B-17-0130. This duct is part of a conduit package attached approximately 3ft from the bridge deck, between the 1st and 2nd girder on the lake side of the north bound bridge.

No conflicts are anticipated.

### **AT&T WI (COMLN)**

AT&T WI has an underground facility at B-17-0847. This facility is located in the south right-of-way. They also have a conduit package that is attached to the underside of B-17-0130. The conduit is attached approximately 3 feet from the bridge deck, between the first and second girder on the lake side of the north bound bridge. Contractor will need to work around the conduit.

No conflicts are anticipated.

### **Baldwin Telecom Inc (COMLN)**

Baldwin Telecom has underground facilities that will not conflict with the project.

No conflicts anticipated.

### **CINC (COMLN)**

CINC has an underground facility at B-06-0885. This facility is located in the west right-of-way. They also have a facility built into the structure of B-17-0130.

No conflicts are anticipated.

### **City of Blair (WATR)**

City of Blair has an attached facility at B-61-0014. This facility is located on the north side of the bridge. Contractor will need to work around the conduit.

No conflicts are anticipated.

### **City of Osseo (ELCTY)**

City of Osseo has an attached facility at B-61-0118. This facility is located on the west side of the bridge.

No conflicts are anticipated.

### **Dunn Energy Coop (ELCTY)**

Dunn Energy Coop has an overhead facility at B-17-0847. This facility is located, at a minimum, 60 feet from the east side of the bridge.

No conflicts are anticipated.

### **Frontier Com of WI (COMLN)**

Frontier Com of WI has an underground facility at B-06-0885. This facility is located in the west right-of-way.

No conflicts are anticipated.

### **TDS Telecom Inc (COMLN)**

TDS Telecom has an underground facility at B-10-0158. This facility is located in the west right-of-way.

No conflicts are anticipated.

### **Tri-County Com Coop (COMLN)**

Tri-County Com Coop has an overhead facility at B-61-0014. This facility is located on the southwest side of the bridge. They also have an overhead facility at B-61-0118. This facility is located on the north side of the bridge.

No conflicts are anticipated.

### **We Energies (GSPTR)**

We Energies has underground facilities at B-10-0158, B-61-0014, and B-61-0118.

No conflicts are anticipated.

### **Xcel Energy – (ELCTY)**

Xcel Energy – Electric has an overhead facility at B-06-0885, B-10-0158, B-17-0130, B-61-0014, and B-61-0118. They have an underground facility at B-17-0130.

No conflicts are anticipated.

### **Xcel Energy – (GSPTR)**

Xcel Energy – Gas has an underground facility at B-17-0130.

No conflicts are anticipated.

### **Xcel Energy – (ELCTT)**

Xcel Energy – Electric has an overhead facility at B-06-0885, B-10-0158, B-17-0130, B-61-0014, and B-61-0118. They have an underground facility at B-17-0130.

No conflicts are anticipated.

## **8. Other Contracts.**

The following project may be under construction concurrently with the work under this contract. Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Project 8919-03-75 – Cold-in-place recycling and overlaying the existing pavement on CTH X. Project currently scheduled for construction in 2024.

Xcel Energy – Utility work may be occurring near B-17-0130 during the duration of this project. All sidewalk closures, at this location, should be coordinated with Xcel Energy and the City of Menomonie.

## **9. Structure Repainting General.**

### **A General**

#### **A.1 Inspection**

On all structures in this contract, notify the engineer of any missing or broken bolts or nuts, any missing or broken rivets, or of any cracks or flaws in the steel members while cleaning or painting.

#### **A.2 Date Painted**

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be 3 inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November 1995). On each bridge painted, stencil the date at two locations. On truss bridges, stencil the date on the cover plates of end posts near and above the top of the railings at the oncoming traffic end. On steel girder bridges, stencil the date on the inside of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the engineer.

#### **A.3 Graffiti Removal**

Remove any graffiti on concrete abutments, piers, pier caps, parapet railings, slope paving or any other location at the direction of the engineer. Use a brush sandblast to remove graffiti.

The above work will not be measured and paid for separately but will be considered incidental to other items in the contract.

### **B (Vacant)**

### **C Construction**

#### **C.1 Repainting Methods**

Do not perform blasting, cleaning, and painting on days of high winds. Prevailing winds in excess of 15 mph (25 km/hr) shall be considered high winds.

Place the final field coat of paint on the exterior of the exterior beams as a continuous painting operation. Stop at splices, vertical stiffeners, or other appropriate locations so that lap marks are not evident or noticeable.

Completely clean and remove spent abrasive and other waste materials resulting from the contractor's operation from bridge deck surfaces, gutter lines, drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

#### **C.2 Inspection**

*Add the following to standard spec 105.9:*

Furnish, erect, and move scaffolding and other equipment to allow the inspector to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the engineer.

stp-517-005 (20150630)

- 10. Structure Overcoating Cleaning and Priming B-06-0885, Item 517.3001.S.01;**
- Structure Overcoating Cleaning and Priming B-09-0019, Item 517.3001.S.02;**
- Structure Overcoating Cleaning and Priming B-10-0158, Item 517.3001.S.03;**
- Structure Overcoating Cleaning and Priming B-17-0130, Item 517.3001.S.04;**
- Structure Overcoating Cleaning and Priming B-17-0847, Item 517.3001.S.05;**
- Structure Overcoating Cleaning and Priming B-47-0033, Item 517.3001.S.06;**
- Structure Overcoating Cleaning and Priming B-61-0014, Item 517.3001.S.07;**
- Structure Overcoating Cleaning and Priming B-61-0118, Item 517.3001.S.08.**

## **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-06-0885

1. Three Coat Area:  
2400 SF with SP 3 cleaning.  
2400 SF total three-coat area.

#### Structure B-09-0019

1. Three Coat Area:  
800 SF with SP 3 cleaning.  
800 SF total three-coat area.

#### Structure B-10-0158

1. Three Coat Area:  
4000 SF with SP 3 cleaning.  
4000 SF total three-coat area.

#### Structure B-17-0130

1. Three Coat Area:  
10000 SF with SP 15 cleaning.  
10000 SF total three-coat area.

#### Structure B-17-0847

1. Three Coat Area:  
1600 SF with SP 3 cleaning.  
1600 SF total three-coat area.

#### Structure B-47-0033

1. Three Coat Area:  
3500 SF with SP 3 cleaning.  
3500 SF total three-coat area.

#### Structure B-61-0014

1. Three Coat Area:  
1500 SF with SP 3 cleaning.  
1500 SF total three-coat area.

#### Structure B-61-0118

1. Three Coat Area:  
1900 SF with SP 3 cleaning.  
1900 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 3 or 15 power Tool Cleaning according to Steel Structures Painting Council Specification 3 or 15 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. 3 or 15 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 (Structure #) as a single unit for each structure, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
517.3001.S.01	Structure Overcoating Cleaning and Priming B-06-0885	EACH
517.3001.S.02	Structure Overcoating Cleaning and Priming B-09-0019	EACH
517.3001.S.03	Structure Overcoating Cleaning and Priming B-10-0158	EACH
517.3001.S.04	Structure Overcoating Cleaning and Priming B-17-0130	EACH
517.3001.S.05	Structure Overcoating Cleaning and Priming B-17-0847	EACH
517.3001.S.06	Structure Overcoating Cleaning and Priming B-47-0033	EACH
517.3001.S.07	Structure Overcoating Cleaning and Priming B-61-0014	EACH
517.3001.S.08	Structure Overcoating Cleaning and Priming B-61-0118	EACH

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

- 11. Containment and Collection of Waste Materials B-06-0885, Item 517.4001.S.01; Containment and Collection of Waste Materials B-09-0019, Item 517.4001.S.02; Containment and Collection of Waste Materials B-10-0158, Item 517.4001.S.03; Containment and Collection of Waste Materials B-17-0130, Item 517.4001.S.04; Containment and Collection of Waste Materials B-17-0847, Item 517.4001.S.05; Containment and Collection of Waste Materials B-47-0033, Item 517.4001.S.06; Containment and Collection of Waste Materials B-61-0014, Item 517.4001.S.07; Containment and Collection of Waste Materials B-61-0118, Item 517.4001.S.08.**

## 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 (Structure) as a single unit for each structure, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.4001.S.01	Containment and Collection of Waste Materials B-06-0885	EACH
517.4001.S.02	Containment and Collection of Waste Materials B-09-0019	EACH
517.4001.S.03	Containment and Collection of Waste Materials B-10-0158	EACH
517.4001.S.04	Containment and Collection of Waste Materials B-17-0130	EACH
517.4001.S.05	Containment and Collection of Waste Materials B-17-0847	EACH
517.4001.S.06	Containment and Collection of Waste Materials B-47-0033	EACH
517.4001.S.07	Containment and Collection of Waste Materials B-61-0014	EACH
517.4001.S.08	Containment and Collection of Waste Materials B-61-0118	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)

- 12. Portable Decontamination Facility B-06-0885, Item 517.6001.S.01;  
Portable Decontamination Facility B-09-0019, Item 517.6001.S.02;  
Portable Decontamination Facility B-10-0158, Item 517.6001.S.03;  
Portable Decontamination Facility B-17-0130, Item 517.6001.S.04;  
Portable Decontamination Facility B-17-0847, Item 517.6001.S.05;  
Portable Decontamination Facility B-47-0033, Item 517.6001.S.06;  
Portable Decontamination Facility B-61-0014, Item 517.6001.S.07;  
Portable Decontamination Facility B-61-0118, Item 517.6001.S.08.**

## A Description

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

## B Materials

Supply and operate all equipment according to OSHA.

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

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

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

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

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

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

## C Construction

Properly contain, store, and dispose of the wastewater.

## D Measurement

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

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.6001.S.01	Portable Decontamination Facility B-06-0885	EACH
517.6001.S.02	Portable Decontamination Facility B-09-0019	EACH
517.6001.S.03	Portable Decontamination Facility B-10-0158	EACH
517.6001.S.04	Portable Decontamination Facility B-17-0130	EACH
517.6001.S.05	Portable Decontamination Facility B-17-0847	EACH
517.6001.S.06	Portable Decontamination Facility B-47-0033	EACH
517.6001.S.07	Portable Decontamination Facility B-61-0014	EACH
517.6001.S.08	Portable Decontamination Facility B-61-0118	EACH

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

stp-517-060 (20230113)

- 13. Maintaining Bird Deterrent System B-06-0885, Item 999.2005.S.01;  
Maintaining Bird Deterrent System B-10-0158, Item 999.2005.S.02;  
Maintaining Bird Deterrent System B-17-0847, Item 999.2005.S.03;  
Maintaining Bird Deterrent System B-47-0033, Item 999.2005.S.04.**

## A Description

This special provision describes inspecting, installing and/or maintaining approved deterrents that prevent migratory bird nesting on bridges and culverts. Swallows or other migratory birds' nests have been observed on or under the existing culvert or bridge at the station identified. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. One deterrent system shall be installed and/or maintained for each applicable structure. Deterrent methods selected shall be appropriate for structure type, size and/or site-specific constraints.

## **B Materials**

### **B.1 Hardware and Lumber**

Lumber, hardware, and fastening devices shall be durable enough to last through the length of the nesting season. Fastening devices and deterrence system must be approved by the engineer prior to installation on culverts and bridges that will remain in service after removal of deterrent systems. The method of fastening should not compromise the culvert or bridge concrete surfaces or steel protection systems. The attachment locations must be restored and repaired as needed by use of engineer approved fillers, sealers, and paint systems.

### **B.2 Netting Materials**

Exclusion netting is material either wrapped around or draped and fastened to bridge decks/abutments and culvert corners to prevent bird entry.

Furnish exclusionary netting to deter nesting in bridge decks and abutments and corners of box culverts, consisting of either:

- a. 1/2" x 1/2" or 3/4" x 3/4" knotless, flame resistant, U.V. stabilized polyethylene or polypropylene netting with minimum 40-pound breaking strength per strand, or engineer approved equal.
- b. Galvanized wire mesh (hardware cloth) with a wire diameter of .040 inches (19-gauge) and opening width of 1/2-inch.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and of equal length as the netting.

### **B.3 Plastic Strip Curtain**

Plastic strip curtains are strips of plastic attached to vertical surfaces in areas suitable for nesting. Furnish 3-foot wide lengths of 6 mil minimum plastic sheeting with the lower 2 feet cut into vertical strips 2 inches wide.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and staples to attach plastic strips to wood to fabricate the strip curtain.

Furnish concrete screws to attach strip curtain to structure.

### **B.4 Corner Slope Materials**

Corner slopes are pieces of curved plastic placed in corners suitable for nesting. They are particularly effective in preventing nesting in top corners of box culverts.

Furnish U.V. stabilized pre-fabricated PVC or polycarbonate corner slopes from commercial bird-deterrent manufacturers or an approved equal.

## **C Construction**

### **C.1 General**

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin Department of Natural Resources transportation liaison, Leah Nicol at (715) 934-9014, or the department regional environmental coordinator, Nate Raymaker at (715) 919-2643.

Efforts should be made to release trapped birds, unharmed.

### **C.2 Nest Removal**

Remove unoccupied nests prior to the beginning of the nesting season as designated in Prosecution and Progress. Nest removal involves the removal and disposal of unoccupied or partially constructed nests without eggs or nestlings. Removing all evidence of nesting (e.g., cleaning droppings from structures) eliminates a visual cue for a potential breeding location, especially for first-time breeders. Nest removal is not a type of deterrent and does not prevent nest establishment but can delay the process. As such, it should only be used in conjunction with other methods. It cannot be used on its own to ensure compliance. Nest removal is not required if deterrents are installed before the start of the avoidance window unless nests interfere with successful installation of the deterrent.



Remove nests on the structure by scraping or pressure washing prior to established avoidance windows to deter nesting. Remove only unoccupied or partially constructed nests without eggs or nestlings. Remove newly built nests every two days before eggs are laid. Nest removal is intended to be used prior to and in conjunction with other nesting deterrents.

### **C.3 Exclusion Netting**

#### **C.3.1 Installation**

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Eliminate any loose pockets or wrinkles that could trap and entangle birds. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

For culverts, attach netting at a 45-degree angle at the culvert corner so it extends at least 12" below the corner.

### **C.4 Plastic Curtains**

#### **C.4.1 Installation**

Attach plastic curtains along the entire length of vertical surface or corner on which nest building is to be deterred. Affix plastic curtain strips to treated lumber with staples spaced a minimum of 1 foot O.C. Wrap plastic curtains around lumber prior to attaching it to the structure to reduce the likelihood of it tearing out at the staples. Screw lumber into the underside of the bridge deck or top of box culvert with concrete screws placed 24-inches O.C. minimum.

### **C.5 Corner Slopes**

#### **C.5.1 Installation**

Attach corner slopes to the structure per the manufacturer's recommendations. Use urethane-based adhesives if manufacturer supplied hardware or adhesives are not available or no recommendations are provided. Install end caps or seal ends of corner slopes to prevent entry of birds or other animals.

### **C.6 Inspection and Maintenance**

Inspect bird deterrent devices every two weeks both during and prior to construction when deterrents have been installed to exclude birds prior to nesting windows, and after large storm events or high winds. Ensure that netting is taut, that no gaps or holes have formed, and that the nets are functioning properly. Ensure that corner slopes are not cracked or otherwise damaged and are functioning properly. Ensure that curtains are undamaged, with no tears, holes, or creases. Repair any damaged or loose deterrent devices. Inspect, maintain, and repair nesting deterrents whether installed by the contractor or others. Repair, replace, supplement deterrents as necessary with materials meeting the requirements of this specification.

Remove any unoccupied or partially constructed nests without eggs or nestlings.

Repair deterrents to prevent birds from attempting to nest again.

Record all inspection, removal, and maintenance activities. Provide inspection, removal and maintenance records to the engineer upon request.

### **C.7 Removal and Structure Repair**

Maintain the deterrent until the engineer determines that the deterrent is deemed no longer necessary. Upon completion of the project, remove any remaining migratory bird deterrent from the project site. If the existing bridge or culvert is to remain after construction, restore and repair as needed by use of engineer approved fillers, sealers and paint systems.

## **D Measurement**

The department will measure Maintaining Bird Deterrent System (Station) as a single unit at 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
999.2005.S.01	Maintaining Bird Deterrent System B-06-0885	EACH
999.2005.S.02	Maintaining Bird Deterrent System B-10-0158	EACH
999.2005.S.03	Maintaining Bird Deterrent System B-17-0847	EACH
999.2005.S.04	Maintaining Bird Deterrent System B-47-0033	EACH

Payment for Maintaining Bird Deterrent System is full compensation for inspecting structures for the presence of migratory birds, inspecting deterrents installed by others; maintaining, repairing, replacing, and supplementing existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

stp-999-200 (20220107)

- 14. Cleaning and Painting Bearings B-06-0885, Item SPV.0060.01;  
Cleaning and Painting Bearings B-09-0019, Item SPV.0060.02;  
Cleaning and Painting Bearings B-10-0158, Item SPV.0060.03;  
Cleaning and Painting Bearings B-17-0130, Item SPV.0060.04;  
Cleaning and Painting Bearings B-17-0847, Item SPV.0060.05;  
Cleaning and Painting Bearings B-47-0033, Item SPV.0060.06;  
Cleaning and Painting Bearings B-61-0014, Item SPV.0060.07;  
Cleaning and Painting Bearings B-61-0118, Item SPV.0060.08.**

### A Description

This special provision describes cleaning and painting the existing steel bearings on structures conforming to standard spec 517 and as directed by the engineer.

### B Materials

Furnish a complete coating system from the department's Painting Epoxy System Structure approved product list. Use the same coating system for all repairs due to handling, shipping, and erecting, and for all other uncoated areas. The color of epoxy shall be gray, and the urethane coating material shall match the color number shown on the plans conforming to AMS Standard 595A. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

### C Construction

#### C.1 Surface Preparation

Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed. After clean-up and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations. The blasting sand does not have to be collected. Furnish containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All clean-up activities should minimize dust. Store waste materials in hazardous waste containers provided by the department. The department is responsible for the transport and disposal of the contained materials by the statewide hazardous waste contractor.

#### C.2 Coating Application

Apply paint in a neat, workmanlike manner, and conforming to the manufacturer's instructions and recommendations. Paint application shall be brushed on.

### D Measurement

The department will measure Cleaning and Painting Bearings as each individual bearing, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Cleaning and Painting Bearings B-06-0885	EACH
SPV.0060.02	Cleaning and Painting Bearings B-09-0019	EACH
SPV.0060.03	Cleaning and Painting Bearings B-10-0158	EACH
SPV.0060.04	Cleaning and Painting Bearings B-17-0130	EACH
SPV.0060.05	Cleaning and Painting Bearings B-17-0847	EACH
SPV.0060.06	Cleaning and Painting Bearings B-47-0033	EACH
SPV.0060.07	Cleaning and Painting Bearings B-61-0014	EACH
SPV.0060.08	Cleaning and Painting Bearings B-61-0118	EACH

Payment is full compensation for preparing and cleaning the designated bearings; furnishing and applying the paint; cleaning up, and for containing and collecting all waste materials.

## **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.

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

*Make the following revisions to the standard specifications:*

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**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.
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**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.
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**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 <sup>[1]</sup>	
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.

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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.

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### 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).

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### 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)**

<b>AASHTO No. 4<sup>[1]</sup></b>	
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

<sup>[1]</sup> 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.

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**ERRATA**

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

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

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

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

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

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

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

- (1) Use the department's Civil Rights Compliance System (CRCS) 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](mailto: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 project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

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

<https://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.

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<sup>1</sup> The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

<sup>2</sup> The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).



Proposal Schedule of Items

Proposal ID: 20240514031 Project(s): 1000-18-88

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. B-06-0885	1.000 EACH	_____.	_____.
0004	517.3001.S Structure Overcoating Cleaning and Priming (structure) 02. B-09-0019	1.000 EACH	_____.	_____.
0006	517.3001.S Structure Overcoating Cleaning and Priming (structure) 03. B-10-0158	1.000 EACH	_____.	_____.
0008	517.3001.S Structure Overcoating Cleaning and Priming (structure) 04. B-17-0130	1.000 EACH	_____.	_____.
0010	517.3001.S Structure Overcoating Cleaning and Priming (structure) 05. B-17-0847	1.000 EACH	_____.	_____.
0012	517.3001.S Structure Overcoating Cleaning and Priming (structure) 06. B-47-0033	1.000 EACH	_____.	_____.
0014	517.3001.S Structure Overcoating Cleaning and Priming (structure) 07. B-61-0014	1.000 EACH	_____.	_____.
0016	517.3001.S Structure Overcoating Cleaning and Priming (structure) 08. B-61-0118	1.000 EACH	_____.	_____.
0018	517.4001.S Containment and Collection of Waste Materials (structure) 01. B-06-0885	1.000 EACH	_____.	_____.
0020	517.4001.S Containment and Collection of Waste Materials (structure) 02. B-09-0019	1.000 EACH	_____.	_____.
0022	517.4001.S Containment and Collection of Waste Materials (structure) 03. B-10-0158	1.000 EACH	_____.	_____.
0024	517.4001.S Containment and Collection of Waste Materials (structure) 04. B-17-0130	1.000 EACH	_____.	_____.
0026	517.4001.S Containment and Collection of Waste Materials (structure) 05. B-17-0847	1.000 EACH	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20240514031 Project(s): 1000-18-88

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0028	517.4001.S Containment and Collection of Waste Materials (structure) 06. B-47-0033	1.000 EACH	_____.	_____.
0030	517.4001.S Containment and Collection of Waste Materials (structure) 07. B-61-0014	1.000 EACH	_____.	_____.
0032	517.4001.S Containment and Collection of Waste Materials (structure) 08. B-61-0118	1.000 EACH	_____.	_____.
0034	517.6001.S Portable Decontamination Facility 01. B-06-0885	1.000 EACH	_____.	_____.
0036	517.6001.S Portable Decontamination Facility 02. B-09-0019	1.000 EACH	_____.	_____.
0038	517.6001.S Portable Decontamination Facility 03. B-10-0158	1.000 EACH	_____.	_____.
0040	517.6001.S Portable Decontamination Facility 04. B-17-0130	1.000 EACH	_____.	_____.
0042	517.6001.S Portable Decontamination Facility 05. B-17-0847	1.000 EACH	_____.	_____.
0044	517.6001.S Portable Decontamination Facility 06. B-47-0033	1.000 EACH	_____.	_____.
0046	517.6001.S Portable Decontamination Facility 07. B-61-0014	1.000 EACH	_____.	_____.
0048	517.6001.S Portable Decontamination Facility 08. B-61-0118	1.000 EACH	_____.	_____.
0050	619.1000 Mobilization	1.000 EACH	_____.	_____.
0052	642.5001 Field Office Type B	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240514031 Project(s): 1000-18-88

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0054	643.0300 Traffic Control Drums	1,923.000 DAY	_____.	_____.
0056	643.0410 Traffic Control Barricades Type II	360.000 DAY	_____.	_____.
0058	643.0420 Traffic Control Barricades Type III	67.000 DAY	_____.	_____.
0060	643.0705 Traffic Control Warning Lights Type A	134.000 DAY	_____.	_____.
0062	643.0715 Traffic Control Warning Lights Type C	463.000 DAY	_____.	_____.
0064	643.0800 Traffic Control Arrow Boards	29.000 DAY	_____.	_____.
0066	643.0900 Traffic Control Signs	802.000 DAY	_____.	_____.
0068	643.1050 Traffic Control Signs PCMS	156.000 DAY	_____.	_____.
0070	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0072	999.2005.S Maintaining Bird Deterrent System (station) 01. B-06-0885	1.000 EACH	_____.	_____.
0074	999.2005.S Maintaining Bird Deterrent System (station) 02. B-10-0158	1.000 EACH	_____.	_____.
0076	999.2005.S Maintaining Bird Deterrent System (station) 03. B-17-0847	1.000 EACH	_____.	_____.
0078	999.2005.S Maintaining Bird Deterrent System (station) 04. B-47-0033	1.000 EACH	_____.	_____.
0080	SPV.0060 Special 01. Cleaning and Painting Bearings B-06-0885	16.000 EACH	_____.	_____.
0082	SPV.0060 Special 02. Cleaning and Painting Bearings B-09-0019	8.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240514031 Project(s): 1000-18-88

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0084	SPV.0060 Special 03. Cleaning and Painting Bearings B-10-0158	32.000 EACH	_____.	_____.
0086	SPV.0060 Special 04. Cleaning and Painting Bearings B-17-0130	12.000 EACH	_____.	_____.
0088	SPV.0060 Special 05. Cleaning and Painting Bearings B-17-0847	16.000 EACH	_____.	_____.
0090	SPV.0060 Special 06. Cleaning and Painting Bearings B-47-0033	20.000 EACH	_____.	_____.
0092	SPV.0060 Special 07. Cleaning and Painting Bearings B-61-0014	24.000 EACH	_____.	_____.
0094	SPV.0060 Special 08. Cleaning and Painting Bearings B-61-0118	22.000 EACH	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.

**PLEASE ATTACH ADDENDA HERE**