

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
06/2017 s.66.0901(7) Wis. Stats

Proposal Number: **018**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Northwest Region Wic	1000-18-29	N/A	Sfy 2019 Chip Seals - South; Northwest Region - Various Highways	VAR HWY

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 12, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time August 30, 2019	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Highway Chip Seal Project	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

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.

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

- (3) The department will provide bidding information through the department's web site at:
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 1. Have a properly executed annual bid bond on file with the department.

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 - "Required Contract Provisions Federal Aid Construction Contracts," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

- (1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Special Provisions

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STSP'S Revised June 28, 2018

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1000-18-29, SFY 2019 Chip Seals – South, Northwest Region, Various Highways, Northwest Region Wide, Chippewa, Clark, Jackson, and Taylor Counties, 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, 2019 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 (20180628)

2. Scope of Work.

The work under this contract shall consist of chip sealing, scrub sealing, fog sealing, pavement marking, and traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

4. Traffic.

Coordinate the single-lane flagging operations in a manner which cause as little delay to the traveling public as possible.

Except as otherwise authorized by engineer, the maximum length of the single-lane work zone shall be no more than 1 mile.

Do not park or store equipment, vehicles, or construction materials within 30 feet of the edge of the traffic lane of any roadway during non-working hours.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 10, STH 124, STH 121, STH 73 and STH 27 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 periods:

- From Noon Friday, May 24, 2019 until 6:00 AM, Tuesday, May 28, 2019 for Memorial Day;
- From Noon Wednesday, July 3, 2019 until 6:00 AM, Friday, July 5, 2019 for Independence Day;
- From Noon Friday, August 30, 2019 until 6:00 AM, Tuesday, September 3, 2019 for Labor Day.

stp-107-005 (20050502)

6. Utilities.

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

stp-107-066 (20080501)

Underground and overhead utility facilities are located within the project limits. There are no utility conflicts anticipated for this project.

Coordinate construction activities with a call to Diggers hotline or a direct call to the underground facilities in the area, as required per state statutes. Use caution to maintain the integrity of utilities. Coordinate with the engineer to adjust plans as needed to avoid any unanticipated utility conflicts.

7. Railroad Insurance and Coordination - Progressive Rail Incorporated

A Description

Comply with standard spec 107.17 for all work affecting Progressive Rail Incorporated property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Progressive Rail Incorporated d/b/a Wisconsin Northern Railroad and Union Pacific Railroad

Notify evidence of the required coverage, and duration to Jim Thornton, Managing Director - Legal; 21778 Highview Avenue, Lakeville, MN 55044; Telephone (404) 539-5421; E-mail: jthornton@progressiverail.com.

Also send a copy to the following: Anna Davey, NW Region Railroad Coordinator; 1701 N 4th Street, Superior, WI 54880; Telephone (715) 392-7960; E-mail: anna.davey@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 1000-18-27
- Project Location: Chippewa Falls, WI
- Route Name: STH 124, Chippewa County
- Crossing ID: 185966C
- Railroad Subdivision: Chippewa Falls Sub
- Railroad Milepost: 16.16
- Work Performed: Traffic Control

A.2 Train Operation

Approximately 5 through freight trains operate daily at up to 25 mph. There are no switching movements at this location.

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

Construction Contact

Nik Shepard, General Manager Crossings & Signals, Progressive Rail Inc.; 21778 Highview Avenue, Lakeville, MN 55044; Telephone (715) 379-4686; E-mail nshepard@progressiverail.com for consultation on railroad requirements during construction.

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

Flagging Contact

Nik Shepard, General Manager Crossings & Signals, Progressive Rail Inc.; 21778 Highview Avenue, Lakeville, MN 55044; Telephone (715) 379-4686; E-mail nshepard@progressiverail.com at least five working days before a flagger or Railroad cable locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact Nik Shepard, Signal Maintenance Department; Telephone (715) 379-4686; E-mail nshepard@progressiverail.com at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

PGR will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

stp-107-026 (20170615)

8. Notice to Contractor, No Field Office.

Due to the excessive travel distance between the various project locations, a central field office will not be used for the project.

9. Traffic Control.

Supplement standard spec 643.3.1 with the following.

Lane closures and flagging operations shall only be allowed during daytime hours. Do not implement a lane closure during inclement weather or poor visibility.

When traffic control devices are not in use, they shall be covered and/or removed from the traveled way and shoulders of the roadway.

All signs including "Loose Gravel" signs, "Road Work Next XX Miles" signs, "No Center Stripe" signs, "35 mph" advisory signs, "Do Not Pass" signs, "Pass With Care" signs, and all sign supports required shall be incidental to the item of Traffic Control.

Provide to the engineer, County Sheriff's Department, and the State Patrol District Headquarters responsible for that county with the current telephone number(s) which the contractor or their representative can be contacted at all times in the event a safety hazard develops.

Keep appropriate emergency officials informed of routes to provide emergency services. Utilize two-way radios, and an additional flag person or persons, within lane closure areas, in order to positively direct, control, and safeguard traffic through the work zone.

All contractor vehicles or equipment operating within the project limits shall be equipped with and have flashing yellow lights operating.

The third flag person is required to be located at the area of the moving operation to safely guide traffic around the equipment and personnel working at the moving operation.

A flagger shall be at all side roads within the work zone.

All department owned signs that are removed by the contractor because of interference with construction operations shall, unless otherwise authorized by the engineer, be promptly replaced as directed by the engineer. At no time may stop signs be removed or moved without flag persons present.

Use signs to designate the no-passing zones and to warn traffic during the time when no-passing zone and centerline pavement markings are not in place on intermediate or final surfaces open to through traffic. The department will allow the use of such signs in lieu of no-passing zone and centerline pavement markings for up to seven calendar days following completion of each pavement layer. Such signs shall be in place prior to the time when the pre-existing pavement marking is obliterated and shall be removed following placement of the no-passing zone and centerline pavement markings. Signs may be placed on portable supports unless the sign will be used continuously at the same location for seven or more days. The following signs shall be used:

- (1) "Do Not Pass" (R4-1, 24" x 30") and the existing "No Passing Zone" pennant (W14-3) at the beginning of each no-passing zone.
- (2) Additional "Do Not Pass" (R4-1, 24" x 30") signs within any no-passing zone that continues beyond an intersection with a state or county trunk highway or that exceeds one mile in length. Place an additional sign where traffic enters a no-passing zone from such an intersection and wherever necessary to provide a maximum one-mile sign spacing within any single zone.
- (3) "Pass With Care" (R4-2, 24" x 30") at the end of each no-passing zone.
- (4) "No Center Stripe" (W8-12, 48" x 48" minimum) at the beginning of the unmarked area, at two-mile intervals throughout the unmarked area, and at locations where traffic enters the unmarked area from intersections with state trunk and county trunk highways.

10. Marking Line Paint 4-Inch, Item 646.1005.

Add the following to standard spec 646.3.1.1:

Apply permanent pavement markings to the upper layer of pavements open to through traffic within seven calendar days after completing the fog sealing operation. In the event of adverse weather or other constraints to the marking operations, resume with the approval of the engineer when conditions permit.

11. Temporary Marking Raised Pavement Marker Type II, Item 649.0770.

Temporary Raised Pavement Marker Type II, Item 649.0770 shall be placed according to standard spec 649 and the following:

Provide temporary raised pavement markers as shown in the plan details. Provide temporary raised pavement markers with a minimum of two layers of removable protective covers to be refreshed between construction stages. Protect the reflective surface below the removable covers from potential damage caused by the scrub broom and binder by applying a clear adhesive tape sealing all open sides of the protective cover or as agreed to by the engineer.

Place the raised pavement markers the same day the existing center line pavement marking is removed. Refresh the raised pavement markers after the scrub seal application, and again after the fog seal application. Replace damaged, missing or ineffective markers before the end of each work day. Remove the temporary pavement markers once the permanent.

12. Chip Seal, SPV.0180.01.

A Description

Construct a chip seal surface treatment as described in standard spec 475 and as hereinafter provided.

B Materials

B.1 Asphaltic Material

Provide CRS-2P or HFRS-2P, Asphaltic material for chip seal. The CRS-2P and HFRS-2P, asphaltic material for chip seal shall meet the following requirements for the type and grade specified. Only Asphaltic Material supplied from a certified source is approved for use.

Emulsified asphalt compatibility with aggregate shall be verified prior to construction. This shall be done through documentation from material provider.

Emulsified Asphalt

The emulsified asphalt shall meet the requirements of AASHTO M-316 subject to the following modification:

- Polymer-modified cationic emulsified asphalt, (CRS-2P), and polymer-modified anionic emulsified asphalt, (HFRS-2P) shall be produced by using polymer modified base asphalt only. The use of Latex modification will not be allowed. Any emulsion not meeting this requirement shall not be used.

B.2 Seal Coat

Provide aggregate conforming to standard spec 460. Use aggregates, uniform in quality and free from wood, bark, roots, and other deleterious materials. Gradation and are specified in Table 1.

Table 1 (Values are the percent passing the sieve)

Sieve Size	Percent Passing By Weight #1	Percent Passing By Weight #2	Percent Passing By Weight #3
3/8 inch (9.5mm)	100	100	100
#4 (4.75mm)	90-100	90-100	85-100
#8 (2.36mm)	45-75	5-10	10-40
#16 (1.19mm)			0-10
#40 (425mm)	0-8	0	
#200 (75mm)	0-2		0-1

B.3 Water

Use potable water, compatible with the seal coat.

B.4 Mix Design

If the aggregate material specified in Table 1 is unavailable or is cost prohibitive to obtain, the contractor may submit a proposed aggregate and emulsion design. The design should include a listing of recent projects and roadways where the design has been utilized within the last four years. The proposed alternative design will be reviewed and approved by the engineer in writing prior to using on the project.

C Construction

C.1 General

Construct chip seal to the width as shown in the plans or as directed by the engineer. Use asphaltic material of the type and grade the special provisions designate.

C.2 Equipment

Distributor: Use a distributor as specified in standard spec 455.3.2.2.

Aggregate Spreader: Use a self-propelled mechanical type aggregate spreader capable of distributing the aggregate uniformly to the required width and at the designed rate. Use a self-propelled type mounted on pneumatic-tired wheels.

Rollers: Provide a minimum of two self-propelled rollers. At least one roller will be a pneumatic-tire roller. Steel-wheel rollers must weigh between 6 and 9 tons.

Brooms: Provide motorized brooms with a positive means of controlling vertical pressure and capable of cleaning the road surface prior to spraying asphaltic material and removing loose aggregate after chip seal.

C.3 Weather Limitations

Construct chip seal operations (including traffic restrictions on the freshly constructed chip seal) according to the following:

- Not before May 1 or after August 31.
- Work only during daylight hours.
- Start when the pavement and air temperature are 60°F and rising.
- The road surface is dry and there shall be no standing water.
- Do not apply before impending rains if rain might damage the material before placing and rolling the cover aggregates.

C.4 Road Surface Preparation

Immediately before applying the asphaltic material clean the existing surface with a power broom or other suitable equipment to remove dirt, clay or other objectionable matter. Clean depressions not reached by the power broom, using hand brooming.

Remove vegetation from cracks or joints.

Cover iron (manholes, gate valve covers, catch basins, sensors, etc.) to prevent adherence of the asphaltic material. Suitable covering includes plywood disks, sand, Kraft paper, roofing felt or other approved methods. Remove the protective coverings before opening the road to traffic.

C.5 Application of Asphaltic Material

Begin the rate of application for the asphaltic material at a rate of 0.36 gallons per square yard or as determined and agreed upon by the engineer. Inspect the aggregate in the wheel paths for proper embedment. Make adjustments to the rate of application, if necessary. Construct one full lane width at a time. Cover previously applied material as required to create transverse joints without overlapping. Make additional adjustments to the rate of application during the project if needed.

Limit the length of any spread to that which can be covered immediately with aggregate and rolled within 30 minutes. Limit the distance between the bitumen distributor and the aggregate spreader to 150 feet.

C.6 Application of Aggregate

Apply the aggregates at a rate of 18 pounds per square yard or as determined and agreed upon by the engineer.

Immediately after the asphaltic material has been sprayed, apply the aggregates. The speed of the spreader shall be such that the aggregates are not turned over, and starting and stopping of the spreader is minimized. The edges of the aggregate applications shall be sharply defined. Previously used (sweeping) aggregates will not be allowed.

C.7 Rolling Operations

Complete the initial rolling immediately after applying the aggregate. Proceed at a recommended speed less than or equal to 5 miles per hour, to prevent turning over aggregate.

Begin at the edges and continue to the center, lapping 1/2 the roller width on each successive pass. After this initial rolling, perform subsequent rolling using a combination of steel-wheel rollers and pneumatic tire rollers or pneumatic tire rollers only until thoroughly embedding the aggregate and the surface is smooth and uniform in texture.

The total compacting width of each roller shall exceed 5 feet.

C.8 Sweeping

Within 24 hours of the chip seal construction, sweep off the surplus aggregate on all chip seal operations including paved shoulders, asphaltic curb locations, intersecting highways, and bridges. Sweep with care to not dislodge aggregate that is setting. Re-sweep areas after the initial sweeping. Dispose of the surplus chip seal aggregate in a manner satisfactory to the engineer.

C.9 Protection of the Surface

No traffic is permitted on the chip seal road surface until after the specified rolling has been completed and the asphaltic material has set and will not pick up on vehicle tires.

D Measurement

The department will measure Chip Seal by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Chip Seal	SY

Payment is full compensation for preparing the surface; for furnishing, heating, and applying asphaltic material; for furnishing, drying or moistening, applying, and rolling the cover aggregate; for brooming, finishing, and maintaining the surface.

13. Scrub Seal, Item SPV.0180.02.

A Description

Construct a scrub seal surface treatment as described in standard spec 475 and as hereinafter provided.

B Materials

B.1 Polymer Modified Bituminous Rejuvenating Emulsion Binder – Grade CMS-2P

Emulsion Property	MIN	MAX	Test Method
Viscosity @ 50°C (122°F) (cPs)	110	880	ASTM D7226
Residue by Evaporation, W%, MIN	65		ASTM D6943 ¹
Sieve, W%, MAX ²		0.1	AASHTO T59
Particle Charge	POSITIVE		AASHTO T59
Demulsibility 35 mL, 0.8% Sodium Dioctyl sulfosuccinate%		20.0	AASHTO T59

Emulsion Property	MIN	MAX	Test Method
Storage Stability, W%, 24 Hours ²		1.0	AASHTO T59
Residue Property (By Vacuum Distillation)			AASHTO D7403
G*/SINδ @ 52°C , (kPa)	2.2		AASHTO T315
MSCR @ 10°C, %R @3.2kPa, %	55		ASTM D7405
Penetration @ 4°C, MIN ³	40		AASHTO T49
Rejuvenating Agent Property			
Viscosity, 60°C (140°F), cPs	50	300	ASTM D4402
Flash Point, COC, F	>425		ASTM D92
Saturates, W%		30	ASTM D2007
Solubility in N-Pentane, W%	99.0		ASTM D2007
Mass Loss After RTFO or TFO, W%		6.5	AASHTO T240 OR T179
Viscosity Ratio		3.0	AASHTO T179

1. ASTM D7404 is an acceptable alternate test method for determination of % residue in emulsion.
2. This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
3. Test conditions: 200g at 60s

B.2 Coarse Aggregate

The coarse aggregate shall be 100% crushed material from quarried stone, natural gravel or other high quality aggregate excluding sources containing magnesium or calcium carbonite and meet the following requirements:

B.4 Physical Requirements

Description	MIN	MAX	Test Method
L.A. Abrasion Loss @ 500 Revolutions, %		35	AASHTO T96
Deleterious Material, W%		1.0	AASHTO T113
Crushed Pieces, 1 Fractured Face, %	100		WISDOT CMM 8-60
Sodium Sulfate Soundness Test, 5 Cycle, R4,%	15		AASHTO T104

B.5 Grading Requirements – ASTM C-117

SIEVE		TYPE I
1 inch	(25 mm)	100
3/4 inch	(19 mm)	100
1/2 inch	(12.5 mm)	100
3/8 inch	(9.5 mm)	100
5/16 inch	(8.0 mm)	90-100
No. 4	(4.75 mm)	10-80
No. 8	(2.36 mm)	5-30
No. 16	(1.18 mm)	0-15
No. 200	(75 um)	0-5

C Construction

C.1 Equipment

All equipment required for performance of the work shall be approved before construction is to begin, and shall be maintained in satisfactory operating condition. The contractor shall furnish an accurate thermometer, hand brooms and other small tools and equipment essential for the completion of the work.

Pressure Distributor

The pressure distributor shall have a computerized rate control that automatically adjusts the distributor's pump to the ground speed. The pressure distributor shall be capable of heating and re-circulating the bituminous binder to the specified temperature. The proper nozzles shall be used for the material and rate specified.

Scrub Broom

The scrub broom frame shall be constructed such that the scrub broom is attached to the distributor truck. The scrub broom must be equipped with the means to mechanically raise and lower the scrub broom off and onto the road surface at designated points of completion and start up. It shall be towable in the elevated position. The weight of the broom assembly shall be such that it does not squeegee the emulsion off the roadway surface.

The main body of the scrub broom shall be a frame minimum 6'-9" wide and 10 feet long. The maximum transverse rigid frame width at any point shall not exceed 6'-9". The nearest and furthest members, paralleling the back of the spreader truck, and diagonal members shall be equipped with emulsion scrub brooms. The leading member and the trailing member shall have broom heads angled at 10 to 15 degrees off the centerline of the supporting member. Each individual emulsion scrub broom attached to the scrub broom assembly shall be 3 1/2" w x 6 1/2" h x 16" l and have stiff nylon bristles. Bristle height is to be maintained at a minimum of 5 inches. The scrub broom shall be equipped with hinged wing assemblies attached to the main body not to exceed 4'-6" per side, with diagonals and equipped with emulsion scrub brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum width of 16 feet but to maintain the scrubbing process consistently as surface textures and conditions along with cross-sections change along the existing roadway surface.

NOTE: The contractor must supply a scrub broom as described for the purpose of scrubbing the polymer modified asphaltic rejuvenating emulsion. If the contractor fails to supply the scrub broom specified, the project shall be shut down.

Aggregate Spreader

The aggregate spreader shall be self-propelled and shall be equipped with hoppers, revolving cylinders and adjustments necessary to produce a uniform distribution of material at the specified rate.

Pneumatic Tire Roller

The pneumatic tire rollers shall weigh a minimum of five tons.

C.2 Pre-Paving On-Site Meeting

A meeting between the contractor and engineer will be held at the project site prior to beginning work. The agenda for this meeting will include:

- Review of contractor's detailed work schedule
- Review of the traffic control plan
- Inspection of equipment
- Calibration and adjustment to equipment as needed

C.3 Weather Limitations

The stress absorbing membrane interlayer scrub seal shall be placed when the pavement and atmospheric temperature is 50°F and rising. Placement is not permitted if it is raining, when the pavement surface has standing water, or when temperatures are forecasted to be below 40°F within 24 hours of placement.

C.4 Qualifications

The contractor shall have had a minimum of five years' experience in the application of polymer modified asphaltic emulsion and have successfully completed at least three similar type projects utilizing the scrub-broom. References shall be supplied upon request.

C.5 General

The contractor shall follow the construction methods as described:

- Preparation of the surface shall include removal of all vegetation, dirt and debris from the roadway. The surface shall be cleaned by the contractor and shall be reasonably dry when the bituminous binder is applied. Material cleaned from the surface shall be properly disposed of.

- Construct the scrub seal to the width as shown in the plans or as directed by the engineer. The edges of the limits of the scrub seal application on both sides of the road shall be maintained in a neat and uniform line.
- Immediately following application of the polymer modified bituminous rejuvenating emulsion binder to the roadway surface, the material shall be scrubbed with the scrub broom for the purpose of forcing the emulsion into the existing surface voids and distributing the emulsion over variable roadway surface textures and conditions.
- The application of the polymer modified asphaltic rejuvenating emulsion and scrub broom operation shall cease +/- 40 feet prior to the end of the road section or intersection. The remaining polymer modified asphaltic rejuvenating emulsion shall be drug out by the scrub broom, and the remaining emulsified material required to complete the pass shall be applied only by the distributor at the specified rate.
- The specified aggregate shall be spread uniformly onto the bituminous binder prior to the emulsion breaking and as agreed to by the engineer.
- Projects with segments greater than 20,000 square yards shall use a minimum of three rollers. Rollers shall proceed at a maximum speed of 5 mph. The entire surface shall receive a minimum of two roller passes. The first roller pass shall be performed within one minute of aggregate spreading.
- Sweeping of the completed surface shall be accomplished prior to unrestricted use by traffic. The entire surface shall be clean of all loose material within 24 hours and prior to placement of any surface course.
- Cover iron (manholes, gate valve covers, catch basins, sensors, etc.) to prevent adherence of the asphaltic material. Suitable covering includes plywood disks, sand, Kraft paper, roofing felt or other approved methods. Remove the protective coverings before opening the road to traffic.

C.6 Application of Bituminous Binder and Coarse Aggregate

The bituminous binder shall be heated to specified temperature and uniformly placed to prevent ridges or streaks in the surface.

C.7 Bituminous Binder

The bituminous binder shall be applied at a temperature of 110°F to 180°F, and at the rate specified.

C.8 Coarse Aggregate

- Stockpiling and loading methods shall permit ready identification of material and minimize segregation and contamination of the aggregate.
- The moisture content of the course aggregate shall be below 4% and maintained throughout the project.
- Coarse aggregate shall be spread uniformly without ridges or gaps at the specified rates.
- Spreading of the aggregate shall be adjusted to produce a minimum of excess loose particles, shall provide complete coverage, and there shall be no "excessive" bleed-through after rolling.
- The spreading operation shall be accomplished in such a manner that neither the tires of trucks nor the spreader come into contact with the newly applied bituminous material.

C.9 Material Application Rates

Aggregate Application Rate Pounds per Square Yard

<u>Application Type</u>	<u>Application</u>	<u>Tolerance</u>
Scrub Seal	23	In Field Adjustments

Binder Application Rate Gallons per Square Yard

<u>Application Type</u>	<u>Application</u>	<u>Tolerance</u>
Scrub Seal	0.30 – 0.40	± 0.05

The supplier of the scrub seal binder shall determine the application rate for emulsion and aggregate based on the existing pavement condition and aggregate size. This information shall be reported to the engineer prior to beginning work and shall include an aggregate gradation on the job-specific materials.

C.10 Quality Control

To measure compliance, the contractor shall use the methods described in this section:

- Aggregate Gradation
- Aggregate Moisture Content
- Yield Check on Bituminous Binder
- Temperature Check on Bituminous Binder

If the contractor's test results exceed any of the identified quality control tolerances, the engineer shall be immediately notified. The engineer will review the explanation and the corrective action taken by the contractor. Another test will be taken and if the results still exceed the quality control tolerance, placement shall stop. The contractor shall immediately notify the engineer, and identify the cause of the excessive deviation and detail corrective action necessary to bring the deficiency into compliance. The engineer will give approval prior to resuming work.

C.11 Bituminous Binder

The application rate shall not exceed a tolerance of +/-0.05 gallons per square yard from the specified rate, and within the temperature range as specified.

C.12 Course Aggregate

The aggregate shall be clean and uniform, and shall be within the gradation range as specified. Moisture content shall not exceed the tolerance as specified. Apply the aggregates at a minimum rate of 23.0 pounds per square yard. Take all precautions to minimize contamination of the aggregate. All stockpiles will be in place a minimum of 10 calendar days prior to seal coat operations to allow time to sample, test and accept the stockpile.

D Measurement

The department will measure Scrub Seal by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Scrub Seal	SY

Payment is full compensation for preparing the surface; for furnishing, heating, and applying asphaltic material; for furnishing, drying or moistening, applying, and rolling the cover aggregate; for brooming, finishing, and maintaining the surface.

14. Fog Seal, SPV.0180.03.

A Description

Construct a fog seal surface treatment as described in standard spec 475 and as hereinafter provided.

B Materials

B.1 Asphaltic Material

Provide CSS-1H or CQS-1H, asphaltic material for fog seal. The CSS-1H and CQS-1H, asphaltic material for fog sealing, shall meet the following requirements for the type and grade specified. Only Asphaltic Material supplied from a certified source is approved for use.

Emulsified asphalt compatibility with aggregate shall be verified prior to construction. This shall be done through documentation for material provider.

Emulsified Asphalt

The emulsified asphalt shall meet the requirements of AASHTO M-208 subject to the following modification:

- CSS-1H and CQS-1H shall be produced without the use of a polymer modified base and without the use of a Latex modification. Any emulsion not meeting this requirement shall not be used.

C Construction

C.1 General

Construct fog seal to the width as shown in the plans or as specified by the engineer. Use asphaltic material of the type and grade the special provisions designate.

C.2 Road Surface Preparation

Cover iron (manholes, gate valve covers, catch basins, sensors, etc.) to prevent adherence of the asphaltic material. Suitable covering includes plywood disks, sand, Kraft paper, roofing felt or other approved methods. Remove the protective coverings before opening the road to traffic.

C.3 Application of Asphaltic Material for Fog Sealing

Fog seal completed chip sealed or scrub sealed area, after sweeping and before placement of permanent pavement markings. Construct the fog seal as follows: Construct a 100-foot test strip. Review the application of diluted (1:1) asphaltic material and adjust the application rate as needed. Apply between 0.07 to 0.18 gallons per square yard, diluted. Apply the fog seal to minimize the amount of overspray. Do not allow traffic on the fog seal until it has cured.

D Measurement

The department will measure Fog Seal by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.03	Fog Seal	SY

Payment is full compensation for preparing the surface; for furnishing, heating, and applying emulsified asphaltic material; for finishing and maintaining the surface.

ADDITIONAL SPECIAL PROVISION 4

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 may also withhold routine 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.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

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 and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

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.

ADDITIONAL SPECIAL PROVISION 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the standard specifications:

107.17.1 General

Replace paragraph seven with the following effective with the December 2018 letting:

- (7) Have a professional engineer registered in the state of Wisconsin sign and seal the shop drawings. At least 30 calendar days before starting falsework, form, or shoring construction; submit a PDF file of shop drawings to the railroad's chief engineering officer and to the engineer. The engineer and the railroad may review the shop drawings. If the engineer or the railroad finds the shop drawings unsatisfactory, the contractor shall make the required changes. A satisfactory shop drawing review does not relieve the contractor of responsibility and liability for the structural integrity and proper functioning of the falsework, forms, or shoring.
-

109.1.1 General

Replace the entire text with the following effective with the January 2019 letting:

- (1) The engineer will use the US standard system to measure all work completed under the contract. The engineer will determine quantities of materials the contractor furnishes and work the contractor performs using measurement methods and computations conforming to standard engineering practice, modified to meet department requirements. The engineer will document these measurements using department procedures.
 - (2) The engineer will measure the work as the contract measurement subsection for individual items specifies. The department will measure the actual quantities of work the contractor acceptably completes and make final payment based on those actual measured quantities except as follows:
 1. If the measurement subsection for a bid item specifically restricts the quantity measured for payment or allows for use of conversion factors.
 2. If the engineer executes a contract change order modifying the method of measurement for specific bid items, the engineer will measure the quantities of applicable bid items for payment using the change order methods.
 3. If the engineer, under 105.3.1(2), approves a contractor-requested plan dimension change between US standard and SI metric dimensions, the engineer will measure whichever of the following is less:
 - Actual quantities constructed.
 - Quantities derived from the original plan dimensions.
 4. For substitutions made under 106.2.3 between US standard and SI metric products, the engineer will measure the actual quantities of the substitute products using the original contract measuring system.
-

305.2.1 General

Replace paragraph two with the following effective with the December 2018 letting:

- (2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing. The department will allow virgin aggregate above reclaimed asphalt, reprocessed material, or blended materials in shoulder areas adjacent to concrete pavement.
-

420.3.2.1 General

Replace paragraph one with the following effective with the December 2018 letting:

- (1) Use self-propelled grinding machines with depth, grade, and slope controls designed for grinding and texturing concrete. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the ground surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide the specified effective wheelbase, defined as the center of the front to center of the rear main support wheels.

420.3.2.2 Continuous Grinding

Replace paragraph one with the following effective with the December 2018 letting:

- (1) Under the Continuous Diamond Grinding Concrete Pavement bid item, ensure that the grinding machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. For pavements with a design speed less than 40 miles per hour and areas difficult to access, the contractor may use equipment with an effective wheel base of 12 feet or more.
-

450.3.2.8 Jointing

Replace paragraphs three through five with the following effective with the December 2018 letting:

- (3) Construct notched wedge longitudinal joints for mainline paving if the pavement thickness conforms to the minimums specified in 460.3.2, unless the engineer directs or allows an alternate joint. Construct the wedge using a slope no steeper than 3:1. Extend the wedge 12 inches beyond the normal lane width, or as the engineer directs. Ensure that the wedge for all layers directly overlaps and slopes in the same direction.
 - (4) Locate the joint at the pavement centerline for 2-lane roadways, or at lane lines if the roadway has more than 2 lanes. Construct a vertical notch 1/2-inch to 3/4-inch high on the centerline or lane line at the top of each wedge. Place a 1/2-inch to 3/4-inch notch at the outside bottom edge of the wedge after compacting each layer. Align the finished longitudinal joint line of the upper layer with the centerline or lane line.
 - (5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
-

455.2.4.3 Emulsified Asphalts

Replace paragraph two with the following effective with the December 2018 letting:

- (2) The bill of lading for emulsified asphalts shall indicate the asphalt content of the original emulsion and dilution rate of the additional water added to the original emulsion. If undiluted samples are not available, test the diluted material and modify AASHTO M140, M208, or M316 to reflect properties resulting from dilution of the asphalt.
-

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the December 2018 letting:

- (3) The department will perform testing conforming to the following standards:
 - Bulk specific gravity (G_{mb}) of the compacted mixture according to AASHTO T166.
 - Maximum specific gravity (G_{mm}) according to AASHTO T209.
 - Air voids (V_a) by calculation according to AASHTO T269.
 - VMA by calculation according to AASHTO R35.
 - Asphalt content by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164, or Asphalt Analyzer™ according to manufacturer recommendations.
-

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2018 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
 - V_a is within a range of 2.0 to 4.3 percent. For SMA, V_a is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
 - Asphalt content is within minus 0.3 percent of the JMF.

460.2.8.3.1.7 Dispute Resolution

Replace paragraph one with the following effective with the December 2018 letting:

- (1) When QV test results do not meet the specified limits for 100 percent pay, the bureau's AASHTO accredited laboratory and certified personnel will referee test the retained portion of the QV sample and the retained portion of the required forward and backward QC retained samples according to CMM 8-36.

460.5.2.1 General

Replace paragraphs five and six with the following effective with the December 2018 letting:

- (5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

PAYMENT FOR MIXTURE^{[1] [2] [3]}

ITEM	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content ^[4]	—	—
Air Voids	70%	50%
VMA	90%	75%

^[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

^[2] Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution in accordance with 460.2.8.3.1.7, the department will apply the single pay adjustment resulting in the lowest percent pay.

^[3] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

^[4] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to 460.2.8.2.1.7.

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
- Va greater than 5.0 or less than 1.5.
 - VMA more than 1.0 below the minimum allowed in table 460-1.
 - AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

506.3.2 Shop Drawings

Replace paragraph four with the following effective with the December 2018 letting:

- (4) Ensure that the fabricator submits a PDF file of shop drawings for railroad structures to the railroad company's chief engineering officer upon contract completion.

646.3.1.2 Liquid Marking

Replace paragraph five with the following effective with the January 2019 letting:

- (5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5
Wet Reflective Epoxy	all	20	18

646.3.2.3.2 Wet Reflective Epoxy

Replace paragraph five with the following effective with the January 2019 letting:

- (1) Apply wet reflective epoxy binder in a grooved slot. and provide a double drop bead system as follows:
 - First: wet reflective/recoverable elements at the application rate specified for the product chosen from the department's APL.
 - Second: glass beads at the application rate specified in 646.3.1.2(5).

650.3.1 General

Replace the entire text with the following effective with the December 2018 letting:

- (1) Department and contractor responsibilities for construction staking are specified in 105.6. Conform to 105.6 and the additional requirements specified here in 650.3 for the individual contractor-staking bid items the contract includes.
- (2) Protect and preserve known property and survey marks and land monuments as specified in 107.11.3. The contract may require related work under the 621 bid items.
- (3) Obtain or calculate benchmark data, grades, and alignment from plan information. The engineer will furnish data for the horizontal and vertical control points, control point ties, horizontal alignments, profiles, and elevations. Reestablish, set additional, and maintain the horizontal and vertical control points and control point ties, as needed for bid items.
- (4) Check horizontal and vertical information including but not limited to alignments, locations, elevations, and dimensions, that either the plans show or the engineer provides, for compatibility with existing field conditions. Conduct similar compatibility checks and accuracy checks of horizontal and vertical positions either the department or the contractor establishes in the field.
- (5) Perform survey work using conventional methods, or AMG methods capable of achieving the lines and grades the plans show for the work in question. Establish additional benchmarks and control points as necessary to support the method of operation.

650.3.1.1 Staking

- (1) Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment, location, benchmarks, elevations, and continuous profile-grades for road and structure work as needed for bid items. Supervise and coordinate construction staking.
- (2) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.
- (3) Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the engineer's approval.

650.3.1.2 Automated Machine Guidance**650.3.1.2.1 General**

- (1) The contractor may substitute AMG for conventional staking on all or part of the work under the individual staking bid items. Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Revert to conventional staking methods for all or part of the work at any point during construction if AMG is producing unacceptable results.

650.3.1.2.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least 5 business days before the preconstruction conference. In that plan discuss how AMG technology will be integrated into other

technologies employed on the project. List the staking bid items that will have work performed using AMG and, for each bid item listed, include the following:

1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
 2. Designate a single staff person as the primary contact for AMG technology issues.
 3. List and map the primary and secondary control points required under 105.6.2 enveloping the site.
 4. Describe the contractor's quality control procedures. Include the frequency and type of checks performed to ensure that the work conforms to the contract plans.
- (2) The engineer will review the plan to determine if it conforms to the contract. Do not perform AMG work until the engineer approves the governing portion of the AMG workplan. Perform the work as the contractor's AMG work plan provides. Update the plan as necessary.

650.3.1.2.3 Geometric and Surface Information

650.3.1.2.3.1 Department Responsibilities

- (1) At any time after the contract is awarded the contractor may request the contractor data packet. The department will provide the packet within 5 business days of receiving the contractor's request.

650.3.1.2.3.2 Contractor Responsibilities

- (1) Develop and maintain a contractor construction model for areas of the project employing AMG. Confirm that the resulting model agrees with the contract plans.
- (2) If the engineer requests, provide the construction model to the department in LandXML or other engineer-approved format.

650.3.1.2.4 Managing and Updating Information

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. If the engineer requests, provide construction model updates to the engineer. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

650.3.1.2.5 Construction Checks

- (1) Check the work against the plan elevation at randomly selected points on cross-sections located at stations evenly divisible by 100 at the frequency the engineer approved as a part of the AMG work plan. Submit the results of these random checks to the engineer daily. Notify the engineer immediately if a check exceeds the tolerances specified in 650.3.1.2.6 below.
- (2) Check the work at additional points as the engineer directs. The department may conduct periodic independent checks.

650.3.1.2.6 Construction Tolerances

- (1) Ensure that the finished work vertically matches existing or other completed features. Ensure that the work conforms to revised plan elevations as follows:
- Subgrade : +/- 0.10 feet.
 - Base : within the tolerance specified in 301.3.4.1(2).

650.3.3 Subgrade

Retitle and replace the entire text with the following effective with the December 2018 letting:

650.3.3 Subgrade Staking

- (1) Set construction stakes or marks at intervals of 100 feet, or more frequently, for rural sections and at intervals of 50 feet, or more frequently, for urban sections. Include additional stakes at each cross-section as necessary to match the plan cross-section, achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve

transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

Errata

520.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

- (5) Provide joint ties on the upstream and downstream ends of circular and horizontal elliptical concrete culvert and concrete cattle pass installations. Tie the next 3 pipe joints or, if using apron endwalls, the endwall joint and the last 2 pipe joints. Ties are not required on culverts with masonry endwalls unless the plans show otherwise.
-

608.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

- (5) Provide joint ties on concrete storm sewer system infall and outfall pipes. Tie the last 3 pipe joints or, if using apron endwalls, the endwall joint and the next 2 pipe joints. Ties are not required on installations with masonry endwalls unless the plans show otherwise.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. 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).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

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

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process 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 this 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. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<https://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>



Proposal Schedule of Items

Page 1 of 2

Proposal ID: 20190212018 Project(s): 1000-18-29

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	213.0100 Finishing Roadway (project) 01. 1000-18-29	1.000 EACH	_____.	_____.
0004	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1000-18-29	1.000 EACH	_____.	_____.
0006	619.1000 Mobilization	1.000 EACH	_____.	_____.
0008	628.7015 Inlet Protection Type C	4.000 EACH	_____.	_____.
0010	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0012	646.1005 Marking Line Paint 4-Inch	651,000.000 LF	_____.	_____.
0014	646.3005 Marking Line Paint 8-Inch	2,065.000 LF	_____.	_____.
0016	646.5020 Marking Arrow Epoxy	20.000 EACH	_____.	_____.
0018	646.5120 Marking Word Epoxy	6.000 EACH	_____.	_____.
0020	646.6120 Marking Stop Line Epoxy 18-Inch	33.000 LF	_____.	_____.
0022	646.6305 Marking Dotted Extension Paint 18-Inch	93.000 LF	_____.	_____.
0024	646.7120 Marking Diagonal Epoxy 12-Inch	457.000 LF	_____.	_____.
0026	646.8120 Marking Curb Epoxy	20.000 LF	_____.	_____.
0028	646.8220 Marking Island Nose Epoxy	2.000 EACH	_____.	_____.
0030	649.0105 Temporary Marking Line Paint 4-Inch	177,000.000 LF	_____.	_____.
0032	649.0770 Temporary Marking Raised Pavement Marker Type II	5,000.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 2

Proposal ID: 20190212018 Project(s): 1000-18-29

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
0034	SPV.0180 Special 01. Chip Seal	297,500.000 SY	_____.	_____.
0036	SPV.0180 Special 02. Scrub Seal	414,500.000 SY	_____.	_____.
0038	SPV.0180 Special 03. Fog Seal	762,500.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE