



DANE COUNTY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

REQUEST FOR BID (RFB)

Revised 02/2020 (G)(LVP)(LCP)

BID NUMBER: **120074**

BID TITLE: **Crack Routing & Sealing**

BID DEADLINE: **October 7, 2020**
2:00 p.m. (CST)

BIDS MUST BE **Purchasing Bid Dropbox**
UPLOADED TO: **www.danepurchasing.com**

Late, faxed, mailed, hand-delivered or unsigned bids will be rejected

DIRECT
ALL INQUIRES
TO:

Pete Patten
Purchasing Officer
608-267-3523
patten.peter@countyofdane.com
www.danepurchasing.com

BID SUBMISSION CHECKLIST

- Update Vendor Registration
- Read Entire Bid Document

Completed Bid Packet (In PDF Format)

- Section 2 – Vendor Information
- Section 3 – Bid Specifications
- Section 4 – Price Proposal
- Section 5 – Standard Terms & Conditions

- Upload Bid Response to Purchasing Bid Dropbox

DATE ISSUED | September 16, 2020

Section 1 – General Bid Guidelines

1. Introduction

Dane County invites and will accept bids for item(s) outlined within this bid. The County as represented by Purchasing Division, intends to use the results of this process to purchase goods or services here within.

2. Clarification/Questions:

Any questions concerning this bid must be submitted in writing by email at least five working days prior to the bid deadline. Requests submitted after that time will not be considered. All inquiries must be directed to the Purchasing Agent indicated on the cover page.

3. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this bid, addenda and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com. Bidders are responsible to regularly monitor the web site for any such postings. It is recommended to check the website for addenda prior to submitting a proposal. Bidders must acknowledge the receipt/review of any addenda on the Vendor Information page.

The Purchasing Division has the sole authority for modifications to specifications and/or this bid document.

4. Vendor Registration Program:

All bidders are strongly encouraged to be a registered vendor with Dane County. Registering allows a vendor the opportunity to receive notifications for bids issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the bid submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

5. Local Purchasing Preference:

Under Dane County Ordinance 25.08(11)(c-e), a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor may be invited to match the low bid if the low bid is offered by a vendor that is not identified as a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor according to Dane County Ordinance requirements.

Locally Based and Owned Vendor Criteria

- 1. Your business or corporate headquarters is physically located in Dane County and;
- 2. Your business owners or shareholders totaling more than 50% of ownership live in Dane County and;
- 3. Your business is registered and authorized to do business in the State of Wisconsin.

Locally Operated Vendor Criteria

- 1. Your business is registered and authorized to do business in the State of Wisconsin and;
- 2. Your business has an established place of business within Dane County.
 - o A post office box address does not qualify a vendor as a Locally Operated Vendor.

Non-Locally Operated Vendor Criteria

- 1. Your business is registered and authorized to do business in the State of Wisconsin and;
- 2. Your business has an established place of business in one of the following Wisconsin Counties: Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
 - o A post office box address does not qualify a vendor as a Non-Locally Operated Vendor.

Local Purchasing Preference Order of Events:

Locally Based and Owned Vendors:

- 1. When bids are reviewed, the County will determine if a Locally Based and Owned Vendor responding to the bid is the low bidder. If a Locally Based and Owned Vendor is the low bidder, they will be awarded the bid.
- 2. If a Locally Based and Owned Vendor is not the low bidder but is within 15% of the low bid, the County will contact the Locally Based and Owned Vendor and provide that vendor the option of matching the low bid price.
- 3. If no Locally Based and Owned Vendors are among the responding bidders, or the Locally Based and Owned Vendor declines to match the low bid, then the County will determine if a Locally Operated Vendor has responded to the bid.

Locally Operated Vendors:

- 4. If a Locally Operated Vendor is within 10% of the low bid, the County will contact the Locally Operated Vendor and provide that vendor the option of matching the low bid price.
- 5. If no Locally Operated Vendors are among the responding bidders, or the Locally Operated Vendor declines to match the low bid, then the County will determine if a Non-Locally Operated Vendor has responded to the bid.

Non-Locally Operated Vendors:

- 6. If a Non-Locally Operated Vendor is within 5% of the low bid, the County will contact the Non-Locally Operated Vendor and provide that vendor the option of matching the low bid price.
- 7. If no Non-Locally Operated Vendors are among the responding bidders, or the Non-Locally Operated Vendor declines to match the low bid, then the County will award the bid to the low bidder without regard to the location of the vendor.

6. Local Content Preference:

Under Dane County Ordinance 25.08(4)(f-j), bidders offering goods made in Dane County, its surrounding counties, or the State of Wisconsin receive a price preference on sealed bid solicitations. Bids are first evaluated to determine if any bidders are offering products that qualify as Dane County-Made Goods, Regionally-Made Goods, or Wisconsin-Made Goods.

Dane County Made Criteria

- 1. An article that is manufactured, mined, produced or grown in Dane County and;
- 2. Over 50% of the total cost of its components are made in Dane County.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

Regionally Made Criteria

- 1. An article that is manufactured, mined, produced or grown in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk and;
- 2. Over 50% of the total cost of its components are made in one of the following counties: Dane, Columbia, Dodge, Green, Iowa, Jefferson, Rock, or Sauk.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

Wisconsin Made Criteria

- 1. An article that is manufactured, mined, produced or grown in the State of Wisconsin and;
- 2. Over 50% of the total cost of its components are made in the State of Wisconsin.
 - o “Component”, as referenced above, means an article, materials, or supply incorporated directly into a finished product.

A bidder offering Dane County-Made Goods will be considered the successful bidder if their price is up to 15% higher than the low bid for goods that are not Dane County-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Regionally-Made Goods. If so, then such a bidder will be considered successful if their price is up to 12.5% higher than the low bid for goods that are not Regionally-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Wisconsin-Made Goods. If so, that bidder will be considered successful if their price is up to 10% higher than the low bid for goods that are not Wisconsin-Made Goods. If no vendors are offering Dane County-Made, Regionally-Made, or Wisconsin-Made Goods, then the County will evaluate the low bid without regard to the content of the goods.

7. Pricing:

The price quoted shall include all labor, materials, equipment, shipping, and other costs. All prices and conditions outlined in the bid shall remain fixed.

8. Bid Submission and Acceptance:

Multiple bids from a vendor will be permissible, however, each proposal must conform fully to the requirements for bid submission. Multiple bid proposals must be submitted separately and labeled as Bid# 1, Bid# 2, etc.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

Proposals must be received in the Purchasing – Bid Dropbox located on the www.danepurchasing.com website no later than the date and time indicated within the RFP Deadline field on the RFP Cover Page or addenda. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

Example of how to name the files:

120012 – Vendor Name

To Submit a Proposal:

1. Go to www.danepurchasing.com and click on Purchasing – Bid Dropbox or click on the Open RFP’s and Bids page link.
2. Click on the Submit a Bid button within the green Purchasing Bid Dropbox.
3. Type in the Email, First Name, Last Name and Company information and click Continue.
4. Drag and drop the RFP files one at a time into the “Drag files here” box.
5. After all files have been placed into the “Drag files here” box, click on the blue Upload button.
 - a. The file upload status can be seen for each document uploaded.
 - b. After each document reaches 100%, it will say “Uploaded”.
6. Confirm all files have been uploaded and then close out of the window.

Dane County Purchasing strives to post a bid summary to www.danepurchasing.com on the same day as the bid is due. The bid opening is public and can be attended. This bid opening will occur on the date and time noted on the bid cover page at the following address: 1709 Aberg Avenue Suite B, Madison, WI 53704.

9. Cooperative Purchasing

Participating in cooperative purchasing gives vendors the opportunity for additional sales without additional bidding. Municipalities and state agencies use cooperative purchasing to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing municipalities and state agencies to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

10. Award:

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder’s past performance and/or service reputation, and service capability, quality of the bidder’s staff or services, customer satisfaction, references, the extent to which the bidder’s staff or services meet the County’s needs, bidder’s past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed in this solicitation.

Section 1 – General Bid Guidelines

Written notice of award to a vendor in the form of a purchase order or other document, mailed or emailed to the address shown on the bid will be considered sufficient notice of acceptance of bid.

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any Subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

11. **Payment Terms and Invoicing:**

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment shall be submitted to the bill to address and/or County Representative listed on the Dane County purchase order. The Dane County purchase order number must be noted on the submitted invoice.

Other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These charges include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

12. **Permits and Licenses:**

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

13. **Satisfactory Work:**

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

14. **Government Standards:**

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

15. **Warranty:**

The length, time, and conditions of warranty must be attached to or stated in the bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency. Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of bid or otherwise specified.

16. **Dane County Sustainability Principles:**

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and

Section 1 – General Bid Guidelines

- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

17. **Fair Labor Practices:**

Dane County Ord. 25.09 (1) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicate that you have been found by the NLRB or WERC to have such a violation on the Vendor Information page, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information about the NLRB and WERC can be found using the following links:

www.nlr.gov and <http://werc.wi.gov>.

VENDOR INFORMATION

VENDOR NAME:

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address			
City		County	
State		Zip+4	
Vendor Rep. Name		Telephone	
Title			
Email			
Dane County Vendor #			

Local Vendor Preference (Reference General Guidelines #5)	
Locally Based & Owned Vendor	<input type="checkbox"/>
Locally Operated Vendor	<input type="checkbox"/>
Non-Locally Operated Vendor	<input type="checkbox"/>
No Preference	<input type="checkbox"/>

Local Content Vendor Preference (Reference General Guidelines #6)	
Dane County-Made	<input type="checkbox"/>
Regionally-Made	<input type="checkbox"/>
Wisconsin-Made	<input type="checkbox"/>
No Preference	<input type="checkbox"/>

Cooperative Purchasing (Reference General Guidelines #9)	
<input type="checkbox"/>	I <u>agree</u> to furnish the commodities or services of this bid to municipalities and state agencies.
<input type="checkbox"/>	I <u>do not agree</u> to furnish the commodities or services of this bid to municipalities and state agencies.

Fair Labor Practice Certification (Reference General Guidelines #17)	
<input type="checkbox"/>	Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
<input type="checkbox"/>	Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

Addenda – we hereby acknowledge receipt, review and use of the following addenda, if applicable.				
Addendum #1 <input type="checkbox"/>	Addendum #2 <input type="checkbox"/>	Addendum #3 <input type="checkbox"/>	Addendum #4 <input type="checkbox"/>	None <input type="checkbox"/>

Signature Affidavit			
<p>In signing this bid, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.</p>			
Signature		Title	
Name (Printed)		Date	

BID AND SPECIFICATION OVERVIEW

Dane County as represented by the Purchasing Division will accept bids for the purchase of specified item(s) as described within this document.

Specification Compliance: Bidder shall complete every space in the area provided with either a check mark to indicate the item being bid is exactly as specified (**Yes**), or deviates from bid specification (**No**), **if applicable**. Any deviation from the minimum specifications stated herein must be identified in detail in the Specifications Deviations section of the bid and must include a description of how the proposed item(s) differ from the bid requirements, along with detailed justification for such deviation. Bidder shall include photos and schematics as necessary, for complete clarification.

The specifications below describe an acceptable product. Minor variations in specification may be accepted if, in the opinion of County staff, they do not adversely affect the quality, maintenance or performance of the item(s). Dane County reserves the right to accept or reject any and all bids, to waive informalities and to choose the bid that best meets the specifications and needs of the County.

Term: The contract shall be effective on the date indicated on the Dane County purchase order or the Dane County contract execution date and shall run for one year from that date.

BID SPECIFICATIONS
Crack Routing & Sealing

GENERAL

All materials supplied under this proposal shall conform to the Bridge Manual and the Standard Specifications for Road and Bridge Construction, 2020 edition (hereinafter referred to as the "Standard Specifications"), and all subsequent revisions and supplementary specifications, of the Wisconsin Division of Highways, Department of Transportation. All materials and work will also conform to the Special Provisions for Performance Based Maintenance 2020 Edition of the State of Wisconsin Department of Transportation.

A copy of the Special Provisions for Performance Based Maintenance 2020 Edition is attached to this bid document for your reference. Mobilization and Traffic Control items will each be paid as one Lump Sum (LS) for the project.

PURCHASE OF ITEM(S)

Each item will be considered independent of any other item. The Dane County Highway and Transportation Department will attempt to utilize the lowest bid when obtaining product, however the Department reserves the right to obtain product from the most advantageous vendor/location.

INSURANCE

Bidders shall carry insurance as required in the Standard Terms and Conditions, Section 20. The bidder shall furnish Dane County Highway and Transportation Department **along with the bid** a certificate of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of policies.

PRICING

Bidders may submit pricing for any one item or combination of items included in this bid. If product price is the same for various locations, only one bid proposal sheet is needed. If product price varies for different locations, please copy the blank form(s) as many times as needed.

MOBILIZATION, Item 619.9100

This work shall be in accordance with the requirements of Special Provisions for Performance Based Maintenance 2020 Edition, except as hereinafter amended.

- A. Method of Measurement. Mobilization will be measured as 1 LS for the duration of the project.
- B. Basis of Payment. Mobilization will be paid for at the contract unit price bid for all equipment, tools, labor, and incidentals necessary to complete the work in accordance with this contract.

TRAFFIC CONTROL, HALF ROAD CLOSURE ON MULTI-LANE ROADWAY, Item 643.9560

This work shall be in accordance with the requirements of Special Provisions for Performance Based Maintenance 2020 Edition, except as hereinafter amended.

- A. Description. Traffic Control, Half Lane Closure will include ramp lane closures required at the beltline.
- B. Method of Measurement. Traffic Control, Half Road Closure on Multi-Lane Roadway will be measured as 1 LS for the duration of the project and will include ramp lane closures.

Basis of Payment. Traffic Control, Half Road Closure on Multi-Lane Roadway will be paid for at the contract unit price bid for all equipment, tools, labor, and incidentals necessary to complete the work in accordance with this contract.

BID SPECIFICATIONS
Individual Project Description and Specifications
US 51 (US 12/18 “Beltline to Milwaukee Street”)

This project is a Wisconsin Department of Transportation (WisDOT) maintenance project. On behalf of WisDOT the Dane County Highway Department is advertising this maintenance Crack Routing and Sealing project.

Project Location

US 51 located in the City of Madison bound by the following limits:

- TO THE SOUTH by the US 12/18 “Beltline” EB off ramps in Madison, WI
- TO THE NORTH by change to concrete pavement approaching the Milwaukee St. overpass

Scope of Work

The route and seal includes the asphalt driving lanes, turn lanes and adjacent paved shoulders as well as the asphalt approaches to US 51 from the beltline ramps. The following sections are being gapped (omitted) for this project: Concrete pavement at the intersections of Pflaum and Buckeye, and the bridge decks for the Cottage Grove Road overpass/ interchange.

Within these limits, there are 158 center line stations (STA) northbound, 133 center line stations (STA) southbound and 7 center line stations (STA) for the beltline ramps for a total of 291 station (STA). A breakdown is listed below.

	Northbound (ft)	Southbound (ft)
• South of Beltline to Broadway	1,100	1,100
• Broadway to Pflaum Rd*	4,730	4,990
• Pflaum Rd to Buckeye Rd	3,380	3,250
• Buckeye Rd to Cottage Grove Rd	3,035	1,800
• Cottage Grove Rd to Milwaukee St	<u>3,555</u>	<u>2,160</u>
	15,800	13,300

*This area was sealed in 2018 and will require minimal sealing as part of this project.

Work Hour Restrictions

Work is to be completed during the non-peak traffic hours listed below.

- Beltline Ramps: Work must be completed at night between the hours of 8 p.m. and 5 a.m.
- South of Beltline to Broadway: Work must be completed at night between the hours of 7 p.m. and 5 a.m.
- Broadway to Milwaukee Street: Work must be completed at night between the hours of 6 p.m. and 6 a.m.

Traffic Control

A minimum of one lane in each direction must be kept open at all times. The Contractor must submit a traffic control plan to Dane County for approval and entry of the lane closure requests into WisDOT’s LCS system. Traffic Control plans should be based on the 2020 Wisconsin Work Zone Field Manual and may reference pages from the manual. <https://wisconsin.gov/dtsdManuals/traffic-ops/manuals-and-standards/wzfm/wzfm.pdf>

Approval of the Traffic Control plan and WisDOT LCS is required prior to the start of work.

PRICE PROPOSAL

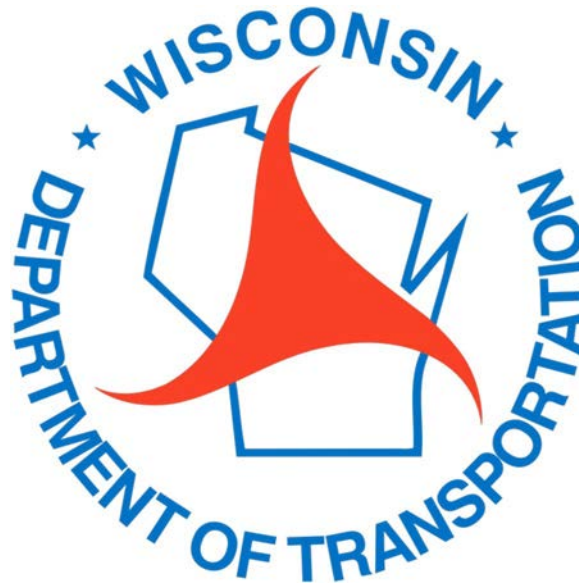
VENDOR NAME:	
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Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide product in accordance with the specifications and terms and conditions of this bid document and your proposal.

US 51 (US 12/18 “Beltline to Milwaukee Street)

#	Item #	Item	Approx. Quantity		Unit Price	Total Price
1	492.9100.M	ASPHALT PAVEMENT ROUT AND SEAL –INSTALLATION	291	STA	\$	\$
2	492.9011.M	ASPHALT PAVEMENT ROUTE AND SEAL – HIGH CAPACITY TORCH	291	STA	\$	\$
3	492.9020M	ASPHALT PAVEMENT ROUTE AND SEAL – MATERIAL	9,000	LB	\$	\$
4	619.9100.M	MOBILIZATION	1	LS	\$	\$
5	643.9560.M	TRAFFIC CONTROL, HALF ROAD CLOSURE ON MULTI-LANE ROADWAY	1	LS	\$	\$
TOTAL BID						\$

STATE OF WISCONSIN



SPECIAL PROVISIONS FOR PERFORMANCE BASED MAINTENANCE

2020 Edition

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SECTION 1 - GENERAL

- (1) It is acknowledged that work completed through Performance Based Maintenance (PbM) projects will be consistent with section 5, Performance Based Maintenance as agreed to under the Memorandum of Understanding between the Wisconsin Department of Transportation, Wisconsin County Highway Association, and Wisconsin Transportation Builders Association dated September 13, 2015.
- (2) Authorization for the payment of this work is found under s. 84.07 (2) (b). Payment for services and materials will be made within 30 days of presentation of final county invoice and mutually agreed measurement of quantities and acceptance by the department of the work so performed.
- (3) All work performed shall adhere to the guidelines, procedures, and standards set forth by the department herein under these Special Provisions for PbM projects; State of Wisconsin, Standard Specifications for Highway and Structure Construction, 2020 Edition; the Highway Maintenance Manual; and any PbM Agreement Supplemental Specifications. If there is a discrepancy between these documents, the governing order is as outlined below:
 1. The PbM agreement and supplemental specifications
 2. PbM Special Provisions
 3. Highway Maintenance Manual
 4. Documents as outlined in section 105.4 of the Standard Specifications

SECTION 2 - SHOULDERING

A. Description

- (1) This section describes constructing a dense graded base using one of the following aggregates:

Crushed stone	Reprocessed material
Crushed gravel	Blended material
Crushed concrete	

- (2) This section also describes furnishing, hauling, and applying water to compact base, recompacting existing base, or dust control within the right of way.

B. Materials

B.1 General

- (1) Provide aggregate conforming to 301.2 of the standard specifications for dense $\frac{3}{4}$ -inch crushed stone, crushed gravel, crushed concrete, reprocessed material, or blended material.
- (2) The department reserves the right to sample and test all materials as identified in 301.2.3 of the standard specifications.
- (3) The department will incur costs to test materials from vendors that are not state certified.
- (4) Use water that is reasonably clean and free of harmful materials.

B.2 Gradations

Except for reprocessed asphaltic pavement, conform to the following gradation requirements:

PERCENT PASSING BY WEIGHT	
SIEVE	$\frac{3}{4}$ -inch
3-inch	—
1 $\frac{1}{2}$ -inch	—
1 $\frac{1}{4}$ -inch	—
1-inch	100
$\frac{3}{4}$ -inch	95-100
$\frac{3}{8}$ -inch	50-90
No. 4	35-70
No. 10	15-55
No. 40	10-35
No. 200	5.0-15.0 ^[*]

^[*]8.0 - 15.0 percent if base is \geq 50 percent crushed gravel.

C. Construction

C.1 General

- (1) Prepare shoulders by cutting to a minimum depth of 2 inches to establish a uniform depth and shape prior to placement of new material. Existing shoulders where the drop-off exceeds 2 inches are not required to be cut.
- (2) Construct dense graded base conforming to 301.3 of the standard specifications.
- (3) Using grading equipment to provide a uniform depth of new material is expected.

- (4) Use equipment that does not damage or mar the pavement surface, curbs, or appurtenances.
- (5) Do not deposit aggregate on the pavement during placement, unless the engineer specifically allows. Do not leave aggregate on the pavement overnight. After placing the shoulder aggregate, keep the pavement surface free of loose aggregate.
- (6) Spread and compact the aggregate in layers of 6 inches or less. Use standard compaction conforming to 301.3.4.2 of the standard specifications.
- (7) Water shall be available to maintain moisture for compaction and dust control as needed.
- (8) After final compaction, shape the shoulders to remove longitudinal ridges to ensure proper drainage.
- (9) Shoulder cross slope shall be graded to 4% where reasonable and shall not exceed 8% except where super-elevated curves dictate shoulder slopes outside this range.
- (10) Haul and apply the water using vehicles equipped with watertight tanks. Equip the tanks with a suitable device that allows uniform application over the specified area. Use tanks equipped with positive shut-off valves controlled while the vehicle is in motion.
- (11) Uniformly apply the water and incorporate in the manner and amounts, at the times, locations, and purposes that the engineer orders or allows. Load and unload the tank and operate the equipment in a way that does not waterlog or damage the subgrade or base.

C.2 Aggregate Shoulder Maintenance Installation

Under the Aggregate Shoulder Maintenance Installation item, add aggregate, blade, shape, and compact the shoulder aggregate, before the end of the day's work, to ensure proper drainage. Do not contaminate the shoulder aggregate with deleterious material. Do not leave unfinished sections of work open to traffic without proper traffic control.

D. Measurement

- (1) The department may deduct for excessive contaminated aggregate or excessive unrecovered aggregate deposited outside the outer shoulder limits (in the grass or the ditch.)
- (2) The department will determine the weight based on county provided tickets. Give the department a ticket for each load delivered to the project, showing the net weight of the load, the type of material, the date, and project number.

- (3) The department will measure the Aggregate Shoulder Maintenance - Installation and Aggregate Shoulder Maintenance - Preparation by the station. The final measurement of both items shall be equal. There is no requirement to measure each section where preparation work is needed. When measuring by the station, the measurement will be measured along the roadway centerline or reference line to the nearest tenth (0.10) of a station, which is equivalent to 10 feet. If two or more roadways occur (as with a divided highway), the measurement will be along the centerline or reference line of each roadway. Example: one mile of a single roadway = 52.8 STA.
- (4) The department will measure the Aggregate Shoulder Maintenance - Material item under this section by the ton. Any conversions or alternate measurement procedures necessary to pay in the units of TONS can be found in 301.4 of the standard specifications.
- (5) The department will measure Water by the thousand-gallon units (MGAL). The quantity measured equals the amount of water furnished and applied as needed.

E. Payment

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
305.9505.M	Aggregate Shoulder Maintenance - Preparation	STA
305.9506.M	Aggregate Shoulder Maintenance - Installation	STA
305.9507.M	Aggregate Shoulder Maintenance - Material	TON
624.0100.M	Water	MGAL

- (2) Payment for Aggregate Shoulder Maintenance - Preparation is full compensation for cutting to establish a minimum depth of 2 inches and shape prior to placement of new material. Preparation costs shall be spread the entire length of the project. There is no requirement to measure and add up individual sections where preparation work is needed.
- (3) Payment for Aggregate Shoulder Maintenance - Installation is full compensation for adding aggregate, blading, shaping, and compacting the aggregate shoulders.
- (4) Payment for Aggregate Shoulder Maintenance - Material is full compensation for aggregate and trucking costs for material delivered to worksite.
- (5) Payment for Water is full compensation for providing, hauling, and applying or incorporating the water.

SECTION 3 - CRACK ROUTING AND SEALING

A. Description

This section describes routing, cleaning, drying, and sealing primary cracks and joints along the entire length of HMA pavements, at locations defined within the project limits. Primary cracks are defined as transverse, longitudinal, and centerline cracks with a width less than $\frac{3}{4}$ -inch.

A.1 Rout and Seal

Primary cracks shall be routed, cleaned and sealed. Routing is required for all primary cracks less than $\frac{3}{4}$ -inch wide. Hairline cracks will not be sealed.

A.2 Clean and Seal

- ① Clean and seal (without routing) longitudinal and transverse cracks that are equal to or greater than $\frac{3}{4}$ -inch wide. Cracks shall be thoroughly cleaned until all failed sealant, dirt, dust or deleterious material is removed. Seal the crack immediately after completion of the cleaning.
- ② Previously sealed cracks that exhibit signs of failure allowing water to penetrate the crack, such as missing or loss of existing sealant material, cracking of the existing sealant, loss of adhesion to existing pavement and overband wear, shall be cleaned of foreign and loose material and filled without routing.

A.3 Rumble Strips

Longitudinal cracks intersecting milled rumble strips along the centerline or paved shoulder shall be cleaned of foreign and loose material and may be filled without routing at the department's discretion and decided on prior to quote. Care shall be taken to minimize puddling of sealant in the depressions of the rumble strips.

B. Materials

B.1 Sealant Material

Furnish sealant material that conforms to the requirements of the standard specification for joint and crack sealants, hot applied, for concrete and asphalt pavements, ASTM designation: D 6690, Type II or Type IV. If the sealant is more than 12 months old from the delivery date of the product, the manufacturer's recommendations shall be used to determine if the product shall be used.

B.2 Sealant Requirements

- ① Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:
 1. Manufacturer's name & Trade name of sealant.
 2. Manufacturer's batch or lot number.

3. ASTM Designation.
 4. Minimum application temperature.
 5. Maximum (or safe) heating temperature.
- ② Before applying the sealant, submit a manufacturer's certificate of compliance certifying that the compound meets the requirements of this specification and a copy of the manufacturer's recommendations on heating, re-heating and applying the sealant.
 - ③ The temperature of the sealant in the field application equipment shall not exceed the safe heating temperature recommended by the manufacturer. Temperatures above the safe heating temperature will result in rejection of the sealant material and will require disposal of the sealant material.
 - ④ Do not place sealant if the temperature of the material is below the manufacturer's recommended minimum application/pouring temperature.
 - ⑤ Mixing of different manufacturer's brands or different types of sealants is prohibited.
 - ⑥ Document the locations where the material from each lot number of sealant is placed.

C. Construction Methods

C.1 Weather Limitations

- ① Sealant materials shall only be placed during a period of rising temperature after the air and surface temperature in the shade has reached 40°F and indications are for a continued rise in temperature. During a period of falling temperatures, which may fall below 40°F, placement of the sealant material shall be suspended until the above conditions are met.
- ② Do not place sealant material if weather conditions are raining or wet. If sealant is placed and rain falls before the sealant has properly cured, remove and replace the wet/contaminated sealant.
- ③ During the seasons when anti-icing and snow removal operations are occurring, do not "Rout and Seal" or "Clean and Seal" cracks until after a rain event has cleansed the pavement of materials from these operations. Presence of these materials will negatively affect the ability of the sealant to adhere to the pavement.
- ④ Do not perform sealing operations when de-icing chemicals are on pavement. Presence of these materials negatively affect the ability of sealant to adhere to the sidewalls of a crack.

C.2 Equipment

Furnish all equipment necessary to complete the routing, cleaning, preparing and sealing of cracks in accordance with the requirements specified. Equipment required for this operation includes the following:

1. Mechanical router capable of routing the asphaltic pavement to provide a depth to width ratio of all routed cracks of 1:1 (i.e. $\frac{3}{4}$ inch depth x $\frac{3}{4}$ inch width).
2. High pressure air equipment capable of blowing sand and other foreign materials from a reservoir or crack.
3. A high capacity heat torch (heat lance) operated with propane and compressed air in combination and capable of achieving a temperature of heated air at the exit orifice of 1,800° F and a discharge velocity of 3,000 feet per second.
4. Pressure distributer for applying sealing material through a hand-operated wand or nozzle in accordance with the sealant manufacturer's instructions.

C.3 Construction

- ① Rout cracks to be sealed to a minimum width of 3/4 inch and a minimum depth of 3/4 inch.
- ② For "Clean and Seal" cracks, remove failed sealant, dirt, dust, and any deleterious material.
- ③ If there is concrete curb and gutter, "Clean and Seal" the longitudinal joint between the pavement and concrete gutter if separation between the two surfaces is greater than 1/8 inch wide.
- ④ For "Rout and Seal" and "Clean and Seal" cracks, thoroughly clean the routed reservoirs/cracks with a minimum of one pass of the high pressure air equipment. Cleaning continues until the reservoir/crack is dry and all dirt, dust, or deleterious material is removed.
- ⑤ The use of a heat lance to clean and dry route cracks is optional. If a heat lance is used, condition the pavement prior to placement of the crack sealant. Immediately prior to the placement of the crack sealant, heat the surface of both sidewalls of the reservoir/crack, as well as the pavement 1 inch on either side of the sidewalls with hot compressed air from a heat lance. Do not scorch the routed reservoir, crack, or adjacent pavement surface.
- ⑥ For "Rout and Seal" and "Clean and Seal" cracks, apply the sealant when the material is at the application/pouring temperature recommended by the manufacturer. Fill the crack with a thin layer of sealant flush, but no more than 1/8-inch-thick, spread uniformly over the entire length of the crack. The width of the overband, including the routed reservoir, shall be a maximum of 2.5 inches wide. The maximum film thickness of the overband is limited to 1/8 inch.

- (7) At locations where crack sealant settles into the crack opening more than 1/4 inch below the pavement, apply additional material to meet the filling requirement above.
- (8) Apply single ply-toilet paper or a light coating of sand, dust or an approved de-tacking agent for use with the specified sealant to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. Repair any damage by traffic to treated pavement areas.

C.4 Documentation

- (1) Melting kettle production data sheets shall be developed, completed, and submitted daily for each kettle on the project with the following information:
 1. Date, county, highway route number and highway segment.
 2. Weather conditions at morning, mid-day and afternoon intervals.
 3. Kettle number, ambient air and pavement temperature in °F at the beginning of the day, mid-day and end of day.
 4. Kettle temperature in °F once an hour during working production.
 5. Sealant material temperature in °F at the wand once an hour during working production.
 6. Beginning and ending locations on project for the day, including lane and direction.
 7. The amount of materials used for the day in pounds including lot numbers.
 8. Unique or atypical situations on the project that may affect the placement or performance of the sealed cracks.
 9. The signature of the person developing these data sheets.
- (2) If a representative from the department is not present, or has asked the county to document the production, record the required information on the melting kettle production data sheets as required during the actual working operations. At the end of each day's production, the completed sheets shall be presented to the department.

C.5 Workmanship

- (1) During crack sealing operations, the engineer may review the sealant temperatures at the melting kettle intermittently. If the temperatures are above the manufacturer's specified safe heating temperature, the sealant will be rejected. Empty the kettle of the over-heated material and legally dispose of it in an environmentally safe method.
- (2) Asphalt cracks, whether sealed by the "Rout and Seal" or "Clean and Seal" method, will be observed on a crack-by-crack basis for acceptable workmanship. Unsealed cracks shall be sealed before re-opening the roadway to traffic.

- ③ Sealed cracks shall be rejected if there is evidence of poor workmanship or obvious defects, including but not limited to the following:
 - 1. Routed reservoir not filled completely.
 - 2. Lack of bond to the sidewalls of the joint reservoir, crack or asphalt pavement.
 - 3. Excessive debris or moisture in the joint reservoir or crack.
 - 4. Contamination of the sealant.
 - 5. Excessive pools of sealant on the pavement or shoulder surface.
 - 6. Excessively wide or thick sealant overbanding.
- ④ Rejected sealed cracks shall be repaired, the sealant removed and disposed of in a legal and appropriate manner, and the cracks resealed as necessary.

D. Measurement

- ① The department will measure Asphalt Pavement Rout and Seal items by the station acceptably completed.
- ② When measuring by the station, the measurement will be measured along the roadway centerline or reference line to the nearest tenth (0.10) of a station, which is equivalent to 10 feet. If there are two roadways (as with a divided highway), the measurement will be along the centerline or reference line of each roadway. For example, if one mile of a divided roadway was routed and sealed, the total stations reported in the quantities would be 105.6 STA (52.8 STA multiplied by two roadways).
- ③ The department will measure Asphalt Pavement Rout and Seal–Material by the pounds acceptably completed.

E. Payment

- ① The department will pay for measured quantities at the unit price under the following work items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
492.9010.M	Asphalt Pavement Rout and Seal - Installation	STA
492.9011.M	Asphalt Pavement Rout and Seal – High Capacity Torch	STA
492.9020.M	Asphalt Pavement Rout and Seal - Material	LB

- ② Payment for Asphalt Pavement Rout and Seal - Installation is full compensation for rout cutting; cleaning and sealing the joint; furnishing all labor, tools, equipment, and incidentals necessary to complete the work, and providing daily production data sheets.
- ③ Payment for Asphalt Pavement Rout and Seal - Material is full compensation for furnishing asphaltic material used in crack filling and crack sealing operations.

- ④ Passing lane and turn lane lengths shall be considered incidental to the centerline length of the Asphalt Pavement Rout and Seal – Installation and Asphalt Pavement Rout and Seal – High Capacity Torch items.
- ⑤ Payment for Asphalt Pavement Rout and Seal – High Capacity Torch is full compensation for furnishing all labor and equipment necessary to complete the work.

SECTION 4 - STRUCTURE WORK

I. Bridge Deck Crack Sealing

A. Description

This section describes sealing/repairing cracks in the bridge deck with a two-part low viscosity urethane or epoxy resin in accordance with the plan details, manufacturer's recommendations or requirements, and as hereinafter provided.

B. Materials

- ① The department may furnish the crack sealer for sealing/repairing cracks in the bridge deck. The Agreement for a project will indicate if state supplied materials will be provided.
- ② If the department does not furnish the crack sealer, provide a commercial low-viscosity crack sealer selected from the department's approved products list for Structures, Low viscosity bridge deck sealers located on the department's website at

[Approved Products List](#)

- ③ Before using, submit the product information to engineer for approval.

C. Construction

C.1 Preparation

Clean all cracks to be sealed by mechanical means, i.e. sandblasting, high-pressure air, etc., as approved by the department. Cracks should be free of dirt, oil, dust and foreign objects. All surfaces must be clean and dry. Follow additional preparation requirements recommended or required by the manufacturer.

C.2 Mixing and Application

- ① If mixing is necessary, mix and apply in accordance with the manufacturers recommendations. Application may be by gravity feed if the product is designed for such an application. Use cartridges and cartridge guns provided by the manufacturer or bulk mixing following the manufacturer's instructions for larger batches.
- ② Within reason, the county will manage the amount of material needed for each location. Due to the nature of these materials, cartridges should not be opened or materials should

not be mixed when near the end of the work for each site, to prevent waste. Many times, an opened tube or mixed material will harden and cannot be used at the next location after only a short period of time has elapsed.

C.3 Surface Cracks

Follow manufacturer’s recommendations for preparation and placement. When necessary, per manufacturer’s recommendations, manufactured sand may be used to fill cracks prior to sealant. Work with one small section at a time. Fill all repair areas to grade. Follow manufacturer’s recommendations for handling excess material and clean up.

D. Measurement

The department will measure Bridge Deck Crack Sealing by the gallon. The material is usually delivered from the manufacturer in “caulk-type tubes” which vary in size. The tubes are measured by the fluid ounce (or ml) which will be converted to gallons for payment of this item. (128 fl oz = 1 gallon) The tubes, sometimes called cartridge sets, will be measured for this item even if only part of the cartridge set is used. Un-opened cartridge sets will not be measured for this item. The gallon unit will be measured (converted) to the nearest 1/100th of a gallon.

E. Payment

(1) The department will pay for measured quantities at the unit price under the following work item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
502.9300.M	Bridge Deck Crack Sealing	GAL

(2) Payment is full compensation for cleaning and drying the cracks; furnishing and placing the sealant; furnishing and placing small quantities of manufactured sand and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

II. Bridge Deck Protective Surface Treatment

A. Description

This section describes sealing existing structures with protective surface treatment.

B. Materials

(1) The department may furnish the sealant for the protective surface treatment. The Agreement for a project will indicate if state supplied materials will be provided.

(2) If the department does not furnish the sealant, provide a concrete surface sealer selected from the department’s approved products list for Portland cement concrete, Concrete protective surface treatment located on the department’s website at

Approved Products List

- (3) Before use, submit the product information to engineer for approval.

C. Construction

- (1) Apply protective surface treatment to the entire top surface of the bridge deck; curb, including vertical face; median and sidewalk surfaces; and the inside faces and tops of concrete parapet, unless otherwise specified.
- (2) Ensure that the concrete is surface-dry for the minimum time recommended by the manufacture before application. Delay application if rain is expected, or protect from rain for the manufacturer's specified cure time.
- (3) Ensure that the concrete is clean. Air blast immediately before applying the protective surface treatment to remove all dust or loose particles. Also ensure that application equipment is clean and functioning properly.
- (4) Use the manufacturer's recommended method to apply the product. Apply at the rate the manufacturer recommends unless that rate causes ponding.
- (5) If crack sealing is to be performed on the same structure to receive protective surface treatment, the crack sealing shall be complete, dry and cured before the protective surface treatment is applied.
- (6) Do not open the bridge to service until trafficked areas are dry enough to sustain traffic without causing damage to the treatment or creating a safety hazard.

D. Measurement

- (1) The department will not measure the item Bridge Deck Protective Surface Treatment in the field. The department will use the deck area listed in the Highway Structures Information System (HSIS), Bridge Inventory, Geometry tab for payment, unless one or more of the following occurs:
 1. A contract revision partially eliminates, completely eliminates, or affects the quantity for the item.
 2. The work performed was not acceptably completed.
 3. The quantity for the item varies by more than 5 percent from the plan quantity.
 4. A quantity variation causes the value of the work to vary by more than \$5,000 from the quoted amount.
- (2) The HSIS quantity is a plan quantity. Actual quantity may be higher due to vertical surfaces that need to be treated, but only the plan quantity will be used for payment.

E. Payment

(1) The department will pay for plan quantities at the unit price under the following item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
502.9350.M	Bridge Deck Protective Surface Treatment	SF

(2) Payment is full compensation for resealing, including surface preparation cleaning, and daily production data sheets.

III. Bridge Cleaning - Deck**A. Description**

Unless otherwise specified:

1. Remove all accumulated foreign material from the entire bridge deck, including the bridge deck, sidewalk, curbs, medians, inside faces and tops of concrete parapets, and at least 15 feet of the approach slabs as needed.
2. Clean expansion joints, scuppers, and drains that are part of the bridge and within 15 feet of the approach slabs.

B. Materials

Use water that is reasonably clean and free of harmful materials including sediment and salt contaminants.

C. Construction**C.1 Equipment**

- (1) Furnish cleaning equipment consisting of hand tools, power brooms, air compressors, water tanks, and water pumps with associated delivery hardware necessary to properly flush, clean, and remove all foreign material from the bridge structure.
- (2) Other types of cleaning equipment may be used with the engineer's approval.
- (3) Ensure air and/or water pressure are sufficient to remove the accumulated material without damaging paint coverage any structural steel and the stain or paint coverage of other finished surfaces.

C.2 Cleaning

- (1) Ensure areas that have been cleaned are free of all accumulations of sand, gravel, dirt, and other foreign materials.
- (2) Prior to cleaning with water pressure, remove all accumulated foreign material from bridge sidewalks, bridge decks, curb tops, joints, drains and scuppers and other locations specified and as directed by the department. Remove the accumulated foreign material with hand brooms, hand shovels, scrapers, vacuum cleaners or other

methods acceptable to the department. Collect this removed material and dispose of at an approved waste area according to Federal, State, and Local regulations. Use best management practices to prevent material from falling in the water or on the land below the bridge.

- ③ Use sufficient water under pressure to remove salt contaminants, dirt, and other detrimental foreign matter without damaging or removing the painted lines or other pavement markings on the bridge.
- ④ Flush all deck drains and scuppers at drains with water under pressure after the accumulated foreign material in them has been properly removed. Drain systems may have to be taken apart to remove large blockages of accumulated foreign material. Should this be necessary, return them to their original configuration immediately after cleaning. Ensure drain systems drain properly after cleaning.
- ⑤ Do not soil or damage private or public property during cleaning operations.

D. Method of Measurement

- ① The department will not measure the item Bridge Cleaning-Deck in the field. The department will use the deck area listed in the Highway Structures Information System (HSIS), Bridge Inventory, Geometry tab for payment unless one or more of the following occurs:
 - 1. A contract revision partially eliminates, completely eliminates, or affects the quantity for the item.
 - 2. The work performed was not acceptably completed.
 - 3. The quantity for the item varies by more than 5 percent from the plan quantity.
 - 4. A quantity variation causes the value of the work to vary by more than \$5,000 from the quoted amount.
- ② The HSIS quantity is a plan quantity. Actual quantity may be higher due to vertical surfaces that need to be cleaned, but only the plan quantity will be used for payment.
- ③ Cleaning of the approach slabs and inlets on the approach slabs is incidental to this item and no additional square footage will be added to this item for that purpose.

E. Payment

- ① The department will pay for plan quantities at the unit price under the following item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
990.1000.M	Bridge Cleaning-Deck	SF

- ② Payment is full compensation for furnishing all material, labor and equipment necessary to flush, wash, clean, remove and dispose of all foreign material and debris.

IV. Bridge Cleaning - Superstructure

A. Description

Unless otherwise specified remove all accumulated foreign material from the bridge superstructure, including the pier caps, trusses, interior truss members, webs, top and lower flanges of beams or girders, diaphragms, floor beams, stringers, pin and hanger assemblies, and bearings and the bearing seat area as designated.

B. Materials

Use water that is reasonably clean and free of harmful materials including sediment and salt contaminants.

C. Construction

C.1 Equipment

- ① Furnish cleaning equipment consisting of hand tools, power brooms, air compressors, water tanks, and water pumps with associated delivery hardware necessary to properly flush, clean, and remove all foreign material from the bridge structure.
- ② Other types of cleaning equipment may be used with the engineer's approval.
- ③ Ensure air and/or water pressure are sufficient to remove the accumulated material without damaging paint coverage of the structural steel.
- ④ Other equipment such as high-reach trucks, and under bridge access trucks or movable scaffolds may be necessary to gain access to areas designated for cleaning.

C.2 Cleaning

- ① Ensure areas that have been cleaned are free of all accumulations of sand, gravel, dirt, bird nests and excreta, and other foreign materials.
- ② Take care not to remove or damage bird screens.
- ③ Prior to cleaning with water pressure, remove all accumulated foreign material from pier caps, trusses, interior truss members, webs, top and lower flanges of beams or girders, diaphragms, floor beams, stringers, pin and hanger assemblies, and bearings and the bearing seat area as designated by the department. Remove the accumulated foreign material with hand brooms, hand shovels, scrapers, vacuum cleaners or other methods acceptable to the department. Collect this removed material and dispose of at an approved waste area according to Federal, State, and Local regulations. Use best management practices to prevent material from falling in the water or on the land below the bridge.
- ④ Use sufficient water under pressure to remove salt contaminants, dirt, and other detrimental foreign matter without damaging or removing the existing paint coverage.

Stop the cleaning operation if removal of or damage to existing paint coverage occurs. In this situation, adjust the water pressure to a level that does not damage or remove the paint coverage.

- ⑤ Care shall be taken during washing to not dislodge caulking from field splices and other locations. Report locations of loose or dislodged caulk to the region bridge engineer.
- ⑥ Do not soil or damage private or public property during cleaning operations.

D. Method of Measurement

The department will measure Bridge Cleaning – Superstructure as each individual bridge superstructure acceptably completed. Bridges deleted from the agreement will not be paid.

E. Payment

- ① The department will pay for measured quantities at the unit price under the following work item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
990.1010.M	Bridge Cleaning - Superstructure	EACH

- ② Payment is for full compensation for furnishing all material, labor, equipment, and performing all work necessary to flush, washes, clean, remove and dispose of all foreign material and debris.

V. Bridge Cleaning - Sweeping Deck

A. Description

Unless otherwise specified:

1. Remove all accumulated foreign material from the entire bridge, including the bridge deck, sidewalk, curbs and at least 15 feet of the approach slabs as needed.
2. Clean expansion joints, scuppers, and drains that are part of the bridge and within 15 feet of the approach slabs.

B. Materials (Vacant)

C. Construction

C.1 Equipment

- ① Furnish cleaning equipment consisting of hand tools or power brooms to remove all foreign material from the bridge deck.
- ② Other types of cleaning equipment may be used with the engineer’s approval.

C.2 Cleaning

- (1) Ensure areas that have been cleaned are free of all accumulations of sand, gravel, dirt, and other foreign materials.
- (2) Remove all accumulated foreign material from bridge sidewalks, bridge decks, curb tops, joints, drains and scuppers and other locations specified and as directed by the department. Remove the accumulated foreign material with hand brooms, hand shovels, scrapers, vacuum cleaners or other methods acceptable to the department. Collect this removed material and dispose of at an approved waste area according to Federal, State, and Local regulations. Do not at any time allow this removed material to fall or be disposed of in the water or on the land below the bridge.
- (3) Do not soil or damage private or public property during cleaning operations.

D. Method of Measurement

- (1) The department will not measure the item Bridge Cleaning-Sweeping Deck in the field. The department will use the deck area listed in the Highway Structures Information System (HSIS), Bridge Inventory, Geometry tab for payment unless one or more of the following occurs:
 - 1. A contract revision partially eliminates, completely eliminates, or affects the quantity for the item.
 - 2. The work performed was not acceptably completed.
 - 3. The quantity for the item varies by more than 5 percent from the plan quantity.
 - 4. A quantity variation causes the value of the work to vary by more than \$5,000 from the quoted amount.
- (2) The HSIS quantity is a plan quantity.
- (3) Cleaning of the approach slabs and inlets on the approach slabs is incidental to this item and no additional square footage will be added to this item for that purpose.

E. Payment

- (1) The department will pay for plan quantities at the unit price under the following item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
990.1020.M	Bridge Cleaning – Sweeping Deck	SF

- (2) Payment is full compensation for furnishing all labor and equipment necessary to clean, remove and dispose of all foreign material and debris.

SECTION 5 – SEAL COAT

I. Seal Coat

A. Description

- ① This section describes applying asphaltic material, aggregate cover, and fog seal on a previously completed asphalt surface.

B. Materials

B.1 Asphaltic Material

- ① Furnish asphaltic materials for seal coats and fog seals conforming to section 455 of the standard specifications.
- ② Provide CRS-2P or HFRS-2P, asphaltic material for seal coat. Provide CRS-2P or HFRS-2P, asphaltic material for fog seal when fog seal is applied in conjunction with seal coat. The CRS-2P and HFRS-2P, asphaltic material for seal coat and 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.
- ③ The asphalt emulsion shall be compatible with the cover aggregate. Provide the supplier of the asphalt emulsion test results from the aggregate sample. The supplier of the emulsion will provide a certification that the emulsion is compatible with the aggregate.
- ④ The emulsified asphalt shall meet the requirements of AASHTO M-316 subject to the following modification:
 1. 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 shall not be allowed. Any emulsion not meeting this requirement shall not be used.

B.2 Aggregate

- ① Provide aggregate conforming to section 475 of the standard specifications. Use aggregates, uniform in quality and free from wood, bark, roots, and other deleterious materials. Furnish aggregate conforming to the following table:

Table 5-1

Sieve Size	Percent Passing By Weight		
	#1	#2	#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	-	-
#200 (.075mm)	0-2	0-1	0-1

- (3) At least two weeks before construction, sample the cover aggregate from the various sources. The engineer and county will jointly obtain the samples. The department's engineer will submit the aggregate sample to the department's laboratory for testing of gradation. Sample the aggregate in accordance with Chapter 8 of the department's Construction and Materials Manual. The engineer will provide the results to the county.
- (4) The engineer may take a sample of the aggregate and re-test the gradation of the cover aggregate during seal coat operations.

B.3 Water

Use potable water, compatible with the seal coat.

B.4 Seal Coat Design

- (1) Provide the following to the engineer at least two weeks before beginning construction:
1. Seal coat aggregate design application rate (Lbs/SY).
 2. Asphalt emulsion design application rate (Gal/SY).
 3. Source(s) of aggregate and asphalt emulsion.
- (2) The department may postpone the start of work until receipt of the seal coat design and approval by the engineer.
- (3) If the aggregate material specified in Table 1 is unavailable or is cost prohibitive to obtain, the county may submit a proposed seal coat design prior to providing a quote. The proposed design should include a listing of projects and roadways where the seal coat design has been utilized within the last four years. The proposed alternative design will be reviewed and approved by the engineer with concurrence from the Bureau of Highway Maintenance prior to the county providing a quote for the project.

B.5 Temporary Raised Pavement Markers

- (1) Provide single or multi-cover tabs in color shown in the standard detail drawing "Standard Application for Temporary Raised Pavement Markers, Type II". Markers shall be of polyurethane material and a minimum size of 4 inches (width) x 2 inches (height).

A reflective surface shall be affixed along the top of the marker body on one or both sides. The reflective surface shall be 4inches wide and 0.25 inches high.

B.6 Permanent and Temporary Pavement Markings

Provide pavement marking materials conforming to sections 646 to 649 of the standard specifications.

C. Construction

C.1 General

- (1) Schedule a meeting at least seven calendar days before beginning seal coat operations. The purpose of the meeting will be to discuss the seal coat operations, equipment, material sources, traffic control, and staffing for the project. Coordinate the time and location with the department's engineer.
- (2) Construct seal coat to the full width of the existing surface unless the contract or engineer specify otherwise.

C.2 Equipment

- (1) Distributor: use a distributor as specified in section 455.3.2.2 of the standard specifications.
- (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.
- (3) 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. The compaction width of the rollers shall be of sufficient width so that the entire width of the treatment area is covered in one pass by all the rollers.
- (4) 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 seal coating.

C.3 Weather Limitations

Construct seal coat operations in accordance with the following:

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

C.4 Road Surface Preparation

- ① Immediately before applying the asphaltic material, clean the pavement surface with a power broom to remove dirt, clay or other objectionable matter. Clean depressions not reached by the power broom, using hand brooming.
- ② Remove vegetation from cracks or joints.
- ③ Cover iron fixtures in or near the pavement 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 Temporary Raised Pavement Markers

- ① Install Temporary Raised Pavement Markers, Type II in accordance with manufacturer recommendations. Bonding surface must be free of dust, dirt, oil and moisture.
- ② Temporary Raised Pavement Markers shall be used to substitute for pavement markings that are covered during seal coat operations. The temporary pavement markers shall be placed in accordance with the standard detail drawing “Standard Application for Temporary Raised Pavement Markers, Type II”.
- ③ If temporary same day pavement marking is being applied or if the road is detoured during construction, a reduced amount of temporary raised pavement markers may be used to locate the centerline and the channelizing lines. The following spacing requirements shall be used if temporary raised pavement markers are used in conjunction with same-day pavement markings operations or detours:
 1. Center line, lane line, and edge line: Place markers at 100-foot spacing.
 2. Barrier lines: Place marker at the beginning and end of barrier line.
 3. 8-inch channelizing line: Place two markers side-by-side at the beginning and the end of the channelizing line.
 4. Dashed 8-inch Line: Place one marker at the beginning of every other segment of the dashed line.
- ④ Remove protective covers from the reflective tabs prior to opening the closed lane(s) to traffic.

C.6 Traffic Control

For roadways with annual daily traffic (ADT) less than 3,500 vehicles per day (vpd), use of pilot vehicles to lead traffic through the work zone shall be optional. Use of pilot vehicles shall be required on roadways with ADT greater than or equal to 3,500 vpd.

C.7 Application of Asphaltic Material

Begin the rate of application for the asphaltic material as determined by the seal design. After sealing 200 feet of the road segment, pause sealing operations to ensure the application rate of the asphaltic material is adequate given the field conditions. After applying the asphaltic material to 200-foot segment, place the seal coat aggregate at the design application rate. Inspect the aggregate in the wheel paths for proper embedment. Make adjustments to the rate of application, if necessary. At a minimum, construct one full lane width at a time. Make additional adjustments to the rate of application during the project if needed.

C.8 Application of Aggregate

- ① Apply the aggregates at the rate identified in the seal coat design.
- ② Place aggregate within minutes of applying the asphaltic material. Make additional adjustments to the rate of application during the project if needed.
- ③ The speed of the spreader shall be such that the aggregate does not turn over and starting and stopping of the spreader is minimized. The edges of the aggregate applications shall be sharply defined. Do not use previously applied aggregates.

C.9 Rolling Operations

- ① Roll the surface immediately after spreading the aggregate. Begin at the edges and continue to the center, lapping $\frac{1}{2}$ the roller width on each pass. Roll the aggregate so the entire width of the treatment area is covered in one pass by all the rollers. After this initial rolling, perform subsequent rolling using both steel wheel rollers and pneumatic- tire rollers until thoroughly embedding the aggregate and the surface is smooth and uniform in texture. Take care when reversing the roller direction to avoid displacing or loosening the cover aggregate or damaging the asphaltic material.
- ② Proceed at a recommended speed less than or equal to 5 miles per hour (7 feet per second), to prevent turning over aggregate.
- ③ Make at least three complete passes over the aggregate. Roll the aggregate so the entire width of the treatment area is covered in one pass by all the rollers.
- ④ Self-propelled pneumatic tired compacting equipment must have a compaction width of at least five feet.

C.10 Sweeping

- ① A light brooming of the seal coat should occur before vehicular traffic is allowed on the surface. No downward pressure should be exerted on the broom during the initial

sweeping. Care should be taken not to dislodge the cover aggregate from the emulsion during the initial sweeping.

- ② Re-sweep seal coat areas the day after the initial sweeping. Dispose of the surplus seal coat aggregate in a manner satisfactory to the engineer.

C.11 Protection of the Surface

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

C.12 Application of Asphaltic Material for Fog Sealing

- ① A fog seal shall not be installed as a standalone product and shall be in addition to seal coat installation.
- ② Fog seal completed seal coated areas, after the final 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.

C.13 Pavement Markings

- ① Pavement markings shall conform to sections 646 through 648 of the standard specifications.
- ② Place Seal Coat – Temporary Pavement Marking Same Day Paint in accordance with 646.3.1.3 of the standard specifications.
- ③ Apply permanent markings to the surface within 14 days of completing the seal coat placement.

D. Measurement

- ① The department will measure Seal Coat-Installation by the square yard acceptably completed.
- ② The department will measure Seal Coat-Asphaltic Material (Item) by the gallon acceptably completed.
- ③ The department will measure Seal Coat-Aggregate Material by the square yard acceptably completed.
- ④ The department will measure Seal Coat-Pavement Marking Paint by the linear foot acceptably completed.

- (5) The department will measure Seal Coat – Special Pavement Marking Paint as each individual special pavement marking acceptably completed.
- (6) The department will measure Seal Coat-Temporary Pavement Marking Same Day Paint by the linear foot acceptably completed.
- (7) The department will measure Temporary Raised Pavement Markers, Type II as each individual raised pavement marker acceptably completed.

E. Payment

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
475.9000.M	Seal Coat-Installation	SY
475.9100.M	Seal Coat-Asphaltic Material for Seal Coat	GAL
475.9110.M	Seal Coat-Asphaltic Material for Fog Seal	GAL
475.9120.M	Seal Coat-Aggregate Material	SY
646.9000.M	Seal Coat-Pavement Marking Paint	LF
646.9010.M	Seal Coat-Special Pavement Marking Paint	EACH
646.0402.M	Seal Coat – Temporary Pavement Marking Same Day Paint	LF
649.2102.M	Temporary Raised Pavement Markers, Type II	EACH

- (2) Payment for Seal Coat-Installation and Seal Coat-Aggregate Material is full compensation for preparing the surface; for heating and applying asphaltic material; for drying or moistening, applying, and rolling the cover aggregate; and for brooming, finishing and maintaining the surface.
- (3) Payment for Seal Coat-Asphaltic Material bid items is full compensation for providing the asphaltic material; and for transporting and heating.
- (4) Payment for the Pavement Marking bid items under this section is full compensation for preparing the surface, for providing all temporary and permanent marking, and for protecting marking until dry or cured.
- (5) Payment for Temporary Raised Pavement Markers, Type II is full compensation for preparing the surface; providing and installing temporary pavement marking reflective tabs; and removing protective covers.

II. Pilot Vehicle

A. Description

This section describes providing a vehicle and driver to serve as a pilot vehicle to lead the traveling public and construction vehicles through the work zone where 2-way traffic is restricted to only one lane.

B. Materials

- (1) The pilot vehicle shall be equipped and licensed for operation on public roadways in accordance with the applicable State laws.
- (2) The vehicle shall carry the county's insignia and shall be equipped with a rear facing, rigidly mounted portable changeable message board or a rigidly mounted sign having a fluorescent orange background with black lettering bearing the message:

“PILOT CAR – FOLLOW ME”

- (3) The sign shall be Manual on Uniform Traffic Control Devices sign code G20-4, sized at 36 inches x 18 inches.
- (4) The sign shall be securely covered or removed when not in use.
- (5) The pilot vehicle shall be equipped with and have flashing, yellow lights operating.

C. Construction

- (1) The vehicle, while in use, shall be used exclusively to lead and assist traffic movement.
- (2) During construction, a pilot vehicle shall be kept in continuous operation. Delays to traffic movement will not be allowed for refueling, driver relief, or any other foreseeable reason.
- (3) During seal coat operations, the pilot vehicle will drive at a speed of 35 miles per hour (mph) or less through the work zone. If the pilot vehicle drives on any portion of the recently sealed surface that has not be swept at least once, maintain speeds of 25 mph or less. During fog seal operations, the pilot vehicle will drive at a speed of 45 mph or less through the work zone.
- (4) Pilot vehicle drivers shall be properly licensed and shall be familiar with and always observe the “Rules of the Road” for proper, safe, and courteous driving.
- (5) Pilot vehicle drivers shall have undergone the training for flaggers as described in section 104.6.1 of the standard specifications.

D. Measurement

- ① The department will measure Furnish and Operate Pilot Vehicle by the day acceptably completed. Operation for four hours or less shall be considered as one-half day and operation for more than four hours shall be considered as a full day.
- ② Calculate the number of days as follows: T_D

$$= D \times N$$

Where:

T_D = Total days

D = Number of days pilot vehicles are required for sealing and sweeping operations

N = Number of pilot vehicles required to lead traffic through sealing and sweeping operations

Example: A seal coat operation takes a total of four days to complete. Two days for placement of the seal coat and two days for final sweeping of the seal coat. Two pilot vehicles are required to lead traffic during seal coat operations and two pilot vehicles are required to lead traffic during sweeping operations. The bid item for pilot vehicles is calculated as follows:

$$T_D = \begin{matrix} \textit{Seal Coat Operation} \\ (2 \text{ days} \times 2 \text{ pilot vehicles}) \end{matrix} + \begin{matrix} \textit{Sweeping Operation} \\ (2 \text{ days} \times 2 \text{ pilot vehicles}) \end{matrix}$$

$$T_D = 8 \text{ days}$$

E. Payment

- ① The department will pay for measured quantities at the unit price under the following item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
643.0200.M	Furnish and Operate Pilot Vehicle	DAY

- ② Payment for Furnish and Operate Pilot Vehicle is full compensation for providing vehicles and drivers.

SECTION 6 - MOBILIZATION

A. Description

This section describes the work and operations necessary to move personnel, equipment, supplies, and incidentals to the project site.

B. Materials (Vacant)

C. Construction (Vacant)

D. Measurement

The department will measure Mobilization as one each for each segment identified and acceptably completed. Mobilization for segments deleted from the agreement will not be paid.

E. Payment

① The department will pay for measured quantities at the unit price under the following item:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
619.9100.M	Mobilization	EACH

② Payment for Mobilization is full compensation for all work necessary to move personnel, equipment, supplies and incidentals to the project site.

SECTION 7 - TRAFFIC CONTROL

A. Description

This section describes providing flagging and erecting, maintaining, moving, and removing temporary traffic signs, and demountable legend plaques, pavement markings, drums, barricades, flexible tubular markers, arrow boards, portable changeable message signs (PCMS), and lights.

B. Materials

B.1 General

① Furnish materials conforming to the Manual on Uniform Traffic Control Devices (MUTCD) including the Wisconsin supplement (WMUTCD) and meeting the criteria for acceptable devices according to the ATSSA publication Quality Guidelines for Temporary Traffic Control Devices, and section 643.2 of the standard specifications.

② Furnish materials from the department's Approved Products List as follows:

- Drums
- Warning lights and attachment hardware
- Barricades

- Flexible tubular marker posts including bases
- Sign sheeting
- 42-inch cone assemblies

B.2 Portable Changeable Message Sign

- ① Furnish trailer-mounted portable changeable message signs that conform to the minimum requirements of the MUTCD. Shock mount the electronics and sign assembly to a street-legal trailer that has top fenders and 4 leveling jacks. Provide a battery power supply with a solar powered charging system and a backup power source. Do not use gasoline or diesel-powered equipment.
- ② Ensure that the associated sign controller conforms to the following:
 1. Has a power supply capable of providing continuous operation.
 2. Has a screen for reviewing messages before being displayed on the sign.
 3. Is controlled by an onboard computer programmable via an onboard input device and, if the special provisions require, programmable remotely. Ensure that the computer is capable of storing and recalling at least 150 programmed messages.
 4. Has a secure cabinet and requires a username and password to access the computer interface.
 5. Automatically adjusts the sign's intensity to maintain legibility under varying light conditions.
- ③ Provide a line matrix, character matrix, or full matrix sign message display no greater than 11-1/2 feet wide and capable of displaying 3 lines sequentially with 8 or more 18-inch high by 11-inch-wide characters per line. Do not provide signs that have only flip-disk message displays for freeways or expressways.

C. Construction

- ① Perform this work according to Part VI of the MUTCD, WMUTCD and section 643.3 of the standard specifications. The Guidelines for Construction, Maintenance and Utility Operations flip book is an abbreviated version of Part VI of the MUTCD and it provides a good reference for Performance Based Maintenance work.
- ② Install or relocate PCMS units at locations the engineer directs. Ensure that the PCMS is level and operating satisfactorily before activating. Maintain the PCMS in good working condition. Repair damaged or malfunctioning PCMS units within two hours after discovering a problem. Remove the PCMS from the project when no longer needed.
- ③ If the onboard computer cannot be programmed remotely, provide the proposed message(s) to the engineer two weeks before deploying the message. The region's traffic section will review the proposed message and either approve the message or make necessary changes.

D. Measurement

- (1) The department will measure one Traffic Control item for each project segment identified and acceptably completed. In the case where the item Traffic Control, Non-standard Working Hours is applied to a segment, this item is in addition to one of the other traffic control items.
- (2) Traffic Control, Non-standard working hours applies to work performed after 6:00 pm and before 6:00 am on weekdays. All work on Saturdays and Sundays is non-standard.
- (3) Traffic Control, Mobile Operation on the Shoulder does not include any lane closures.
- (4) Traffic Control, Lane Closure Intersection is to be used for intersections where channelizing devices, arrow boards or lane closures are necessary on the cross-road as well as the highway of the primary work.
- (5) The department will use the unit quantity for payment unless one or more of the following occurs:
 1. A contract revision partially eliminates, completely eliminates, or affects the quantity for the item.
 2. The work performed was not acceptably completed.

E. Payment

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
643.9520.M	Traffic Control, Mobile Operation on the Shoulder	EACH
643.9530.M	Traffic Control, Mobile Operation on a Two-Lane Road	EACH
643.9540.M	Traffic Control, Mobile Operation on a Two-Lane Road Using Flaggers	EACH
643.9550.M	Traffic Control, Mobile Operation on a Multi-Lane Road	EACH
643.9560.M	Traffic Control, Half Road Closure on Multi-Lane Road	EACH
643.9570.M	Traffic Control, Lane Closure – Intersection	EACH
643.9580.M	Traffic Control, Shoulder Closure on Divided Roadway	EACH
643.9590.M	Traffic Control, Work on Shoulder	EACH
643.9600.M	Traffic Control, Lane Closure on Divided Roadway	EACH
643.9610.M	Traffic Control, Lane Closure with Temporary Signals	EACH
643.9620.M	Traffic Control, Non-standard Working Hours	EACH
643.9630.M	Traffic Control, Street Closure with Detour	EACH

- (2) Payment for the Traffic Control items is full compensation for providing flagging; constructing, assembling, painting, hauling, erecting, re-erecting, maintaining, restoring, and removing traffic signs, drums, barricades, and similar control devices, including arrow boards and portable changeable message signs (PCMS), unless provided otherwise; for partially or fully covering or uncovering signs; for providing, placing, and maintaining lights, including the fuel or power unless provided otherwise; and for providing, applying, and removing pavement markings, unless provided otherwise. If Traffic Control is not specified, but is later found necessary and is required, the department will pay for this work as extra work.
- (3) If Traffic Control, Street Closure with Detour is used the department will provide approved detour plan.
- (4) Non-Standard Working Hours shall be used when work is scheduled outside of the County's normal working hours for the current season.

SECTION 8 - CONCRETE JOINT REPAIR

I. Concrete Pavement Repair, Concrete Pavement Replacement

A. Description

Conform to the requirements of 416 of the [standard specifications](#) and the standard detail drawings (SDD), "Concrete Pavement Repair and Replacement" and any associated SDDs found in Chapter 16 of the department's Facilities Development Manual (FDM).

B. Materials (Vacant)

C. Construction (Vacant)

D. Measurement (Vacant)

E. Payment (Vacant)

SECTION 9 - WORK ITEMS

Activity	Item Number	Description	Unit
Shouldering	305.9505.M	Aggregate Shoulder Maintenance - Preparation	STA
	305.9506.M	Aggregate Shoulder Maintenance – Installation	STA
	305.9507.M	Aggregate Shoulder Maintenance – Material	TON
	624.0100.M	Water	MGAL
Crack Rout/Seal	492.9010.M	Asphalt Pavement Rout and Seal – Installation	STA
	492.9011.M	Asphalt Pavement Rout and Seal – High Capacity Torch	STA
	492.9020.M	Asphalt Pavement Rout and Seal – Material	LB
Structures	502.9300.M	Bridge Deck Crack Sealing	GAL
	502.9350.M	Bridge Deck Protective Surface Treatment	SF
	990.1000.M	Bridge Cleaning - Deck	SF
	990.1010.M	Bridge Cleaning - Superstructure	EACH
	990.1020.M	Bridge Cleaning - Sweeping Deck	SF
Seal Coat	475.9000.M	Seal Coat-Installation	SY
	475.9100.M	Seal Coat – Asphaltic Material for Seal Coat	GAL
	475.9110.M	Seal Coat – Asphaltic Material for Fog Seal	GAL
	475.9120.M	Seal Coat – Aggregate Material	SY
	643.0200.M	Furnish and Operate Pilot Vehicle	DAY
	646.0402.M	Seal Coat – Temporary Pavement Marking Same Day Paint	LF
	646.9000.M	Seal Coat – Pavement Marking Paint	LF
	646.9010.M	Seal Coat – Special Pavement Marking Paint	EACH
	649.2102.M	Temporary Raised Pavement Markers, Type II	EACH
Mobilization	619.9100.M	Mobilization	EACH
Traffic Control	643.9520.M	Traffic Control, Mobile Operation on the Shoulder	EACH
	643.9530.M	Traffic Control, Mobile Operation on a Two-Lane Road	EACH
	643.9540.M	Traffic Control, Mobile Operation on a Two-Lane Road Using Flaggers	EACH
	643.9550.M	Traffic Control, Mobile Operation on a Multi-Lane Road	EACH
	643.9560.M	Traffic Control, Half Road Closure on Multi-Lane Roadway	EACH
	643.9580.M	Traffic Control, Shoulder Closure on Divided Roadway	EACH
	643.9570.M	Traffic Control, Lane Closure – Intersection	EACH
	643.9590.M	Traffic Control, Work on Shoulder	EACH
	643.9600.M	Traffic Control, Lane Closure on Divided Roadway	EACH
	643.9610.M	Traffic Control, Lane Closure with Temporary Signals	EACH
	643.9620.M	Traffic Control, Non-standard Working Hours	EACH
	643.9630.M	Traffic Control, Street Closure with Detour	EACH

Special Provisions – Performance Based Maintenance

Activity	Item Number	Description	Unit
Concrete Joint Repair	205.0100.M	Excavation Common	CY
	416.0610.M	Drilled Tie Bars	EACH
	416.0620.M	Drilled Dowel Bars	EACH
	416.1710.M	Concrete Pavement Repair	SY
	416.1720.M	Concrete Pavement Replacement	SY
	690.0250.M	Sawing Concrete	LF
	305.0125.M	Base Aggregate Dense 1 ¼-Inch	CY
Nonstandard Item Numbers	801.0117.M	Railroad Flagging Reimbursement	DOL
	SPV.0025.XXX.M	{Bid Item Description}	CF
	SPV.0035.XXX.M	{Bid Item Description}	CY
	SPV.0045.XXX.M	{Bid Item Description}	DAY
	SPV.0060.XXX.M	{Bid Item Description}	EACH
	SPV.0070.XXX.M	{Bid Item Description}	GAL
	SPV.0090.XXX.M	{Bid Item Description}	LF
	SPV.0095.XXX.M	{Bid Item Description}	LM
	SPV.0125.XXX.M	{Bid Item Description}	MI
	SPV.0170.XXX.M	{Bid Item Description}	STA
	SPV.0180.XXX.M	{Bid Item Description}	SY
	SPV.0195.XXX.M	{Bid Item Description}	TON

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 11/2019

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder’s certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be received in the electronic mailbox of the Dane County Purchasing Division on or before the date and time that the bid is specified as being due.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach

Section 5 – Standard Terms and Conditions – Submit with Bid

shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 AMERICANS WITH DISABILITIES ACT: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2 In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and

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representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the

Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

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22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.