#### HIGHWAY WORK PROPOSAL

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

Proposal Number: U31

COUNTY STATE PROJECT FEDERAL PROJECT DESCRIPTION HIGHWAY

Manitowoc 4321-03-71 N/A V Reedsville, 4th St; Mud Creek Bridge LOC STR

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

Proposal Guaranty Required: \$40,000.00
Payable to: Wisconsin Department of Transportation

Bid Submittal
Date: March 13, 2018
Time (Local Time): 9:00 am

Contract Completion Time
September 21, 2018

Assigned Disadvantaged Business Enterprise Goal 0%

Attach Proposal Guaranty on back of this PAGE.

Firm Name, Address, City, State, Zip Code

# SAMPLE NOT FOR BIDDING PURPOSES

This contract is exempt from federal oversight.

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

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

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

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires) (Bidder Title)

Notary Seal

Type of Work: For Department Use Only
Grading, Base, Asphalt Pavement, Bridge Replacement, Storm Sewer, Stream Realignment, Curb and Gutter, Sidewalk, Signs, Pavement Markings

Notice of Award Dated Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

## **Effective with November 2007 Letting**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Effective with August 2015 Letting**

# BID PREPARATION

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

#### A General

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

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

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

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

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

  <a href="http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

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

#### **B Submitting Electronic Bids**

#### **B.1** On the Internet

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

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

(1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:

http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

Use Expedite TM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express Meb site to assure that the schedule of items is prepared properly.

(2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite<sup>TM</sup> generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder** 

Name

**BN00** 

Proposals: 1, 12, 14, & 22

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

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

#### C Waiver of Electronic Submittal

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

#### PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

#### **PRINCIPAL**

(Company Name) (Affix C	orporate Seal)		
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FOR SURETY	
	(Date)	(Date)	)
State of Wisconsin	)	State of Wisconsin	)
	) ss. County )	(	) ss. County )
On the above date, this instrunamed person(s).	ument was acknowledged before me by the	On the above date, this instrument was named person(s).	acknowledged before me by the
(Signature, Nota	ary Public, State of Wisconsin)	(Signature, Notary Public,	State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary Public, State of Wisconsin)	
(Date Commission Expires)		(Date Commission Expires)	

Notary Seal Notary Seal

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

## **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

Time Period Valid (	(From/To)
Name of Surety	
Name of Contracto	ır
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder amend, extend or alter the coverage of the annual bid bond.
Cancellation:	Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.
	(Signature of Authorized Contractor Representative) (Date

#### March 2010

#### LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	<b>Estimated Value</b>
-		

#### **DECEMBER 2000**

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

## **Instructions for Certification**

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

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

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

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

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

# **Special Provisions**

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#### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 4321-03-71 V Reedsville, 4<sup>th</sup> Street, Mud Creek Bridge, LOC STR, Manitowoc County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2018 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system. 100-005 (20170615)

## 2. Scope of Work.

The work under this contract shall consist of grading, base aggregate dense, asphaltic pavement, concrete sidewalk and curb and gutter, storm sewer structures, Structure B-36-217, stream realignment and reconstruction, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

## 3. Prosecution and Progress.

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

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

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

## **Interim Completion of Work**

Complete construction operations on 4<sup>th</sup> Street to the stage necessary to reopen it to through traffic prior to 12:01 AM August 31, 2018. Do not reopen until completing all contract work except for concrete staining, planting of plugs and watering.

If the contractor fails to complete the work necessary to reopen 4<sup>th</sup> Street to through traffic prior to 12:01 AM August 31, 2018, the department will assess the contractor \$1,250 for

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damages in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 31, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

## **Fish Spawning**

There shall be no instream disturbance of Mud Creek as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of northern pike and various forage species.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

## **Migratory Birds**

Swallow and other migratory birds' nests have been observed on or under the existing bridge. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Manitowoc County will prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity.

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

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

If additional construction activities beyond what was originally specified are required to complete the work, approval from the engineer, following coordination with WisDOT REC, is required prior to initiating these activities.

## 4. Traffic.

4th Street shall remain open to all traffic until June 1, 2018.

4th Street shall be closed to through traffic during construction operations under this contract and no signed detour will be provided.

Maintain access to all driveways along 4<sup>th</sup> Street.

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Maintain access to Reedsville High School driveway located southeast of existing bridge.

Maintain access west east along Mesasha Street to the Reedsville High School driveway.

## 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying 4<sup>th</sup> Street traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Tuesday, July 3, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day.

stp-107-005 (20050502)

## 6. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220. stp-107-065 (20080501)

There are utility facilities within the construction limits of this project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per statutes. Take all required precautions when working within 18-inches of underground utilities. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times.

Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.

Village of Reedsville (watermain and sanitary sewer) - has underground facilities along 4th Street within the project limits. Watermain and sanitary sewer pass through the footings of the existing bridge abutments. The existing sanitary line is a clay pipe with a cured in place lining. Existing utilities will remain in service during and following construction activities. Use methods to not cause any damage to the utilities during construction. No conflicts are anticipated with this project. The Village of Reedsville will be confirming the elevation of the water main to ensure there is no conflict with the proposed structure. Any conflicts will be resolved prior to May 18, 2018. Use extreme caution when working near facilities.

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- 1. No ground disturbance shall be made within 25 feet measured at right angles, of Village of Reedsville utilities except in the presence of Manitowoc Public Utilities representative.
- 2. Notify Robert Michaelson, at (920) 374-0959, a minimum of three working days prior to working within 25-feef of their utility facilities.
  - Manitowoc Public Utilities will arrange for a representative to be on site when work is occurring within 25' of the utility.
- 3. The owner will be monitoring the integrity of the watermain to ensure no damage prior to, during or after construction.
- 4. The field contact for this project is Robert Michaelson, (920) 686-4354, (920) 374-0959 mobile, <a href="mailto:rmichaelson@mpu.org">rmichaelson@mpu.org</a>.

**Charter Communications (communication line)** - has an overhead facility along the south project limits. No conflicts are anticipated with this project.

The field contact for this project is Vince Albin, (920) 831-9249, (920) 378-0444 mobile, vince.albin@charter.com.

**Frontier Communications of WI LLC (communication line) -** has overhead facilities north and south of the project limits. No conflicts are anticipated with this project.

The field contact for this project is Ryan Osness, (920) 893-7455, (920) 246-3530 mobile, ryan.d.osness@ftr.com.

**Wisconsin Public Service Corporation (gas/petroleum) -** has an underground facility crossing at approximately Station 3+15. No conflicts are anticipated with this project

The field contact for this project is Kevin Kolb, (920) 451-3733, (920) 946-1958 mobile, KCKolb@wisconsinpublicservice.com

**Wisconsin Public Service Corporation (electric) -** has an overhead facility along the south project limits. No conflicts are anticipated with this project.

The field contact for this project is Curt Bradley, (920) 617-5282, (920) 639-5866 mobile, CMBradley@wisconsinpublicservice.com

# 7. Information to Bidders, U.S. Army Corps of Engineers Department of Army General Permit.

This project falls under the Department of Army General permit from the US Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

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

John Roelke, License Number All-119523, inspected Structure P-36-702 for asbestos on August 19, 2015. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Dave Schmidt, (920) 360-0983.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Dave Schmidt, 920-360-0983 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure P-36-702, 4<sup>th</sup> Street over Mud Creek
- Site Address: 0.5M E JCT CTH "W" and STH 10
- Ownership Information: 217 Menasha Street Reedsville, WI 54230-8597
- Contact: Brian HaenPhone: (920) 366-4788
- Age: 48 years old. This structure was constructed in 1970.
- Area: 1712 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20120615)

# 9. Environmental Protection, By-Pass Pumping.

Supplement standard spec 107.18 as follows:

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls.

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Notify the engineer 3 working days prior to installation and implementation of the pump(s).

Do not commence bypass pumping without engineer approval. The contractor shall bypass pump Mud Creek for a period of time not to exceed seven consecutive calendar days. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping.

Provide detailed plans and descriptions in the Erosion Control Implementation Plan as to the number, size, and performance of pumps to be used. Include the following details in the plan:

- · Staging area for pumps.
- · Number, size, material, and location of suction piping.
- · Number, size, material, and location of discharge pipe.
- Type, location, size, and material of sump(s).
- Bypass pump sizes, capacity, number of pumps on site, and power requirements.
- Downstream discharge plan

The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan. (NER 11-0711)

# 10. Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website:

http://dnr.wi.gov/topic/stormwater/standards/const standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated. (NER12-1010)

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## 11. Environmental Protection, Aquatic Exotic Species Control.

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources <a href="http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection\_protocols.pdf">http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection\_protocols.pdf</a> for disinfection:

- 1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
- 2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
- 3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
- 4. Disinfect your boat, equipment and gear by either:
  - a. Washing with ~212° F water (steam clean), or
  - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
  - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site. stp-107-055 (20130615)

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## 12. Erosion Control Structures.

Within seven calendar days after the commencement of work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as directed by the engineer. Prior to initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as shown on the plans, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived. stp-107-070 (20030820)

## 13. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer. stp-107-001 (20060512)

*Add the following to standard spec 107.8(4):* 

Notify the following organizations and departments at least 2 business days before road closures, lane closures or detours are put into effect:

Manitowoc County Sheriff's Office (920) 683-4200

Village of Reedsville- Mary Jo Krahn, Village Clerk-Treasurer (920) 754-4371 clerk-treasurer@reedsville.org

Reedsville School District, Tony Butturini, Superintendent/High School Principal (920) 754-4341 tbutturi@reedsville.k12.wi.us

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# 14. Health and Safety Requirements for Workers Remediating Petroleum Contamination.

*Add the following to standard spec 107.1(2):* 

Soil contamination with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Prior to the start of remediation work, submit to the engineer a site specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120. stp-107-115 (20150630)

## 15. Storm Sewer.

Supplement standard spec 204.3.2.2.1 (13) as follows:

Provide a clean cut along the storm sewer for partial removals of storm sewer pipe.

## 16. Abandoning Culvert Pipes, 204.0270.

Replace standard spec 204.4 (21) as follows:

The department will measure Abandoning Culvert Pipes, Closing Culvert Pipes, and Sealing Pipes as each individual storm sewer pipe acceptably completed, having both ends plugged.

# 17. Removing Old Structure Over Waterway With Minimal Debris Station 3+70, Item 203.0600.S.01.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

## 203.3.6 Removals Over Waterways and Wetlands 203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

(1) Remove the existing Structure P-36-702 over the Mud Creek in large sections and conforming to the contractor's approved structure removal and clean-up plan. During

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superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.

- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
  - Methods and schedule to remove the structure.
  - · Methods to control potentially harmful environmental impacts.
  - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
  - Methods to control dust and contain slurry.
  - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
  - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER DESCRIPTION UNIT 203.0600.S.01 Removing Old Structure Over Waterway With Minimal LS Debris Station 3+70

stp-203-020 (20170615)

## 18. Excavation Common.

Supplement standard spec 205.5.2 as follows:

Payment for the excavation bid item includes all work necessary to complete the stream realignment work, including, but not limited to temporary berms and/or shoring, dewatering and treatment of dewatered flows, by-pass pumping, and cofferdams.

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# 19. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

## **A Description**

## A.1 General

This special provision describes excavating, loading, hauling, and disposing contaminated soil at a DNR approved bioremediation and landfill facility. The closest DNR approved facilities are:

Waste Management – Ridgeview Recycling & Disposal Facility 6207 Hempton Lake Road Whitelaw, Wisconsin 54247

Veolia – Hickory Meadows W3105 Schneider Road Hilbert, WI 54129

If the above facilities are not selected or are not available, identify an alternative DNR-approved bioremediation/landfill facility no later than 30 days prior to excavation in the contaminated area.

Provide billing information to the Solid Waste Manager at the selected bioremediation/landfill facility at least 14 calendar days prior to the start of excavation in contaminated soil areas.

Perform this work according to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

#### **A.2** Notice to the Contractor – Contaminated Soil Locations

The department and others have completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that volatile organic compound (VOC) and/or petroleum-contaminated soil is potentially present at the following location(s) as shown on the plans:

• Station 5+00, -320' LT to -250' LT to Station 5+45, -320' LT to '-250' LT within the stream realignment construction limits

If contaminated soils, groundwater, monitoring wells, and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Contaminated soil and groundwater at other locations shall be managed by the contractor under this contract. Monitoring wells will be abandoned by others. USTs will be removed by others.

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For further information regarding previous investigation activities at this site contact one of the following persons:

Name: Kathie VanPrice

Wisconsin DOT, Northeast Region

Address: 944 Vanderperren Way

Green Bay, WI 54324

Phone: (920) 492-7175 Fax: (920) 492-5640

E-mail: Kathie.vanprice@dot.state.wi.us

Name: Kyle Wagoner

**AECOM Technical Services** 

Address: 200 Indiana Ave Stevens Point, WI 54481

Phone: (715) 341-8110 Fax: (715) 341-7390

E-mail: kyle.wagoner@aecom.com

#### A.3 Coordination

Coordinate work under this contract with the Northeast Region Environmental Coordinator to obtain contact information for the environmental consultant.

Name: Kathie VanPrice

Wisconsin DOT, Northeast Region

Address: 944 Vanderperren Way

Green Bay, WI 54324

Fax: (920) 492-5640

Phone: (920) 492-7175 (office)

E-mail: <u>Kathie.vanprice@dot.state.wi.us</u>

The role of the environmental consultant will be limited to:

- 1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
- 2. Identifying contaminated soils to be hauled to the bioremediation/landfill facility;
- 3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
- 4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation/landfill facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also

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notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Identify the DNR approved bioremediation/landfill facility that will be used for off-site disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated area(s) or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation/landfill facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated area(s). Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

## A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Kathie VanPrice with the department, at (920) 492-7175.

### **B** (Vacant)

#### **C** Construction

Supplement standard spec 205.3 with the following:

Control operations in the contaminated area(s) to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from the contaminated area(s) to determine if the soil will require offsite disposal. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated for offsite disposal as follows:

 Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, broken pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or

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- · Low-level contaminated material for reuse as fill within the construction limits, or
- · Contaminated soil for off-site treatment and disposal at the WDNR-licensed bioremediation/landfill facility, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 200 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for offsite disposal to the DNR approved bioremediation and landfill facility. Verify that vehicles used to transport contaminated material are licensed for such activity according to applicable state and federal regulations. If not hauled to the bioremediation/landfill facility during the same day on which it was excavated, temporarily stockpile the soil on an impervious surface within the project limits by covering the material with impervious plastic sheeting and anchoring the plastic sheeting in place to prevent the soil from being exposed until such time as the soil is hauled to the landfill/bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer.

### **D** Measurement

The department will measure Excavation, Hauling, and Disposal of Contaminated Soil in tons of contaminated soil, accepted by the bioremediation/landfill facility, as documented by weight tickets generated by the bioremediation and landfill facility. Load tickets must be delivered to the engineer within 10 business days of the date on which the soil was accepted by the bioremediation and landfill facility.

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## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 205.0501.S Excavation, Hauling, and Disposal of Contaminated Soil TON

Payment is full compensation for excavating, segregating, loading, hauling, and all tipping fees paid for off-site treatment/disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; dewatering of soils prior to transport, if necessary; temporary stockpiling of contaminated soil; covering, anchoring, and maintenance of the temporary stockpile; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

205-003 (20080902)

## 20. QMP Base Aggregate.

## **A Description**

#### A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed and paid for under the Aggregate Detours, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  - 1. Production and placement control and inspection.
  - 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/default.aspx

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## A.2 Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

## **A.2.1 Quality Control Plan**

- (1) Submit an abbreviated quality control plan consisting of the following:
  - 1. Organizational chart including names, telephone numbers, current certification(s) with HTCP number(s) and expiration date(s), and roles and responsibilities of all persons involved in the quality control program for material under affected bid items.

## A.2.2 Contractor Testing

1.

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test prior to placement, and two production or one loadout test. <sup>[1] [2]</sup>
$>$ 6000 tons and $\leq$ 9000 tons	One stockpile and three placement tests <sup>[3] [4]</sup>

- [1] Submit production test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
- [2] If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
- [3] If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
- [4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
- Divide the aggregate into uniformly sized sublots for testing
- 2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
- 3. Until a four point running average is established, individual placement tests will be used for acceptance. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
- 4. Material represented by a sublot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

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## **A.2.3 Department Testing**

- (1) The department will perform testing as specified in B.8 except as follows:
  - Department stockpile verification testing prior to placement is optional for contract quantities of 500 tons or less.

#### **B** Materials

## **B.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
  - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
  - 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
  - 3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
  - 4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
  - 5. Descriptions of stockpiling and hauling methods.
  - 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
  - 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

#### **B.2** Personnel

(1) Have personnel certified under the department's highway technician certification program (HTCP) perform sampling, testing, and documentation as follows:

Required Certification Level:	Sampling or Testing Roles:
Transportation Materials Sampling Technician (TMS)	Aggregate Sampling <sup>[1]</sup>
Aggregate Technician I (AGGTEC-I)	
Aggregate Assistant Certified Technician (ACT-AGG)	
Aggregate Technician I (AGGTEC-I)	Aggregate Gradation Testing,
Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Fractured Particle
	Testing, Aggregate Liquid
	Limit and Plasticity Index
	Testing

Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

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(2) A certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

## **B.3** Laboratory

(1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

 $\frac{http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/qual-labs.aspx$ 

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

#### **B.4.1** General

(1) Submit base aggregate placement documentation to the engineer within 10 business days after completing base placement. Ensure that the submittal is complete, neatly organized, and includes applicable project records and control charts.

#### **B.4.2 Records**

(1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within one business day after obtaining a sample. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

## **B.4.3** Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- Provide control charts to the engineer within one business day after obtaining a sample. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
  - 1. Contractor individual QC tests.
  - 2. Department QV tests.
  - 3. Department IA tests.
  - 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV placement tests, include only QC placement tests in the running average. The contractor may plot process control or

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informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

## **B.5** Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Perform one stockpile test from each source prior to placement.
- (3) Test gradation once per 3000 tons of material placed or fraction thereof. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples or lift thickness of 3-inch or less from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (4) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for seven calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (5) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (6) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (7) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

#### **B.6** Test Methods

### **B.6.1** Gradation

(1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:

(2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.

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- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  - 1. Control limits are at the upper and lower specification limits.
  - 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  - 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  - 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

#### **B.6.2** Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

## **B.6.3** Liquid Limit and Plasticity

- (1) Test the liquid limit and plasticity according to AASHTO T 89 and T 90.
- (2) Ensure the material conforms to the limits specified in standard spec table 301-2.

#### **B.7** Corrective Action

#### **B.7.1** General

(1) Consider corrective action when the running average trends toward a warning limit. Take corrective action if an individual test exceeds the contract specification limit. Document all corrective actions both in the project records and on the appropriate control chart.

#### **B.7.2 Placement Corrective Action**

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  - 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.

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- 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after four additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after four additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
  - 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
  - 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
  - 3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

## **B.8.1** General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within two business days after the department obtains the sample.

## **B.8.2** Verification Testing

## **B.8.2.1** General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  - 1. Perform one stockpile test from each source prior to placement.
  - 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

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- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates or for a lift thickness of 3-inch or less, the department will collect samples at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

# **B.8.3** Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  - 1. Split sample testing.
  - 2. Proficiency sample testing.
  - 3. Witnessing sampling and testing.
  - 4. Test equipment calibration checks.
  - 5. Reviewing required worksheets and control charts.
  - 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

# **B.9 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

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(3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

# C (Vacant)

# D (Vacant)

# **E** Payment

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay according to CMM 8-10.5.2 for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2. stp-301-010 (20170615)

# 21. Abutment Construction.

Determine the method of construction, and observe the following conditions:

- 1. If a cofferdam is used, build the cofferdam of non-erodable material.
- 2. Concrete poured under water will be allowed; pour the concrete according to standard spec 502.3.5.3. Ensure that the forms are tight to prevent leakage of concrete into the stream. Treat all displaced water by filtration, settling basin, or other means sufficient to reduce the cement content before discharging the water into the stream.
- 3. Excavated material from the stream may be utilized in the fill slopes so long as it is covered with other suitable material to prevent it from eroding back into the stream.

stp-502-010 (20050502)

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# **22.** Concrete Staining Multi-Color B-36-217, Item 517.1015.S.01.

# **A Description**

Furnish and apply a multi-color concrete stain to the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

#### **B** Materials

#### **B.1** Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products

Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products Achro Set by Master Builders

## **B.2** Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces. Use the following products, or equal as approved by the department:

Tri-Sheen Concrete Surfacer, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products

Safe-Cure & Seal EPX by Chem Masters

H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

## **C** Construction

#### C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining.

# **C.2** Preparation of Concrete Surfaces

Provide a sack rubbed finish according to standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As

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a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

# **C.3 Staining Concrete Surfaces**

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the staining shall produce a multi-color effect that consists of multiple colors replicating varying natural stone coloration. Stain the joints between stones produced by the form liner to create the appearance of grouted joints.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

## C.4 Test Areas

Prior to applying stain to the structure, apply the stain to sample panels measuring a minimum of 48-inches x 48-inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining. Submit color samples to the department prior to staining the sample panels. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between stones produced by the form liner. Do not apply stain to the structure until the department approves the test panels.

## C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

#### **D** Measurement

The department will measure Concrete Staining Multi-Color (Structure) in area by the square foot of surface, acceptably prepared and stained.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.1015.S.01 Concrete Staining Multi-Color B-36-217 SF

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Payment is full compensation for furnishing and applying the coloring system; for preparing the concrete surface; and for constructing and staining the sample panels. stp-517-115 (20140630)

# 23. Architectural Surface Treatment B-36-217, Item 517.1050.S.01.

# **A Description**

Construct a concrete masonry architectural surface treatment on the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

#### **B** Materials

Use form liners that attach easily to the forming system, and do not compress more than \(^1\)4-inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of ¾-inches from the finished concrete surface.

## **C** Construction

# **C.1** Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

## **C.2 Form Liner Preparation**

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

## **C.3 Form Liner Attachment**

Place adjacent liners less than ¼-inch from each other, attach liner securely to forms according to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

## C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

#### **D** Measurement

The department will measure Architectural Surface Treatment B-36-217 in area by the square foot of architectural surface, acceptably completed.

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## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.1050.S.01 Architectural Surface Treatment B-36-217 SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material. stp-517-150 (20110615)

# 24. Insulation Board Polystyrene, 3-Inch, Item 612.0902.S.01.

# **A** Description

This special provision describes furnishing and placing polystyrene insulation board as shown on the plans and as hereinafter provided.

# **B** Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised.

Delete flammability requirement.

## **B.1** Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

# C (Vacant)

#### **D** Measurement

The department will measure Insulation Board Polystyrene (size) by area in square yards of work, completed and accepted.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNIT612.0902.S.01Insulation Board Polystyrene 3-InchSY

Payment is full compensation for all excavation; and for furnishing and placing the insulation board.

stp-612-005 (20030820)

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# 25. Temporary Pedestrian Safety Fence, Item 644.1616.S.

# **A Description**

This special provision describes providing, maintaining, and removing the temporary pedestrian safety fence.

#### **B** Materials

Furnish notched metal "T" or "U" shaped fence posts weighing 1 1/3 pounds per foot or more.

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1-inch min to 3-inch max
Resin/Construction: High density polyethylene mesh

Tensile Yield: Avg. 2000 lb per 4-ft. width (ASTM D638)
Ultimate Tensile Strength: Avg. 3000 lb per 4-ft. width (ASTM D638)
Elongation at Break (%): Greater than 100% (ASTM D638)

Chemical Resistance: Inert to most chemicals and acids

The engineer may allow prefabricated fencing systems conforming to Americans with Disabilities Act Accessibility Guidelines.

#### C Construction

Provide a continuous safety fence with the top edge free of sharp or rough edges.

Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 204.3 when no longer required.

#### **D** Measurement

The department will measure Temporary Pedestrian Safety Fence by the linear foot, acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNIT644.1616.STemporary Pedestrian Safety FenceLF

Payment is full compensation for providing, maintaining, and removing the temporary pedestrian safety fence. stp-644-025 (20150630)

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# 26. Crack and Damage Survey, Item 999.1500.S.

# **A Description**

This special provision describes conducting a crack and damage survey of the residences and business located at:

- Village of Reedsville High School
   340 Manitowoc Street, Reedsville, WI 54230
- · 115 4<sup>th</sup> Street, Reedsville, WI 54230
- 345 Mill Street, Reedsville, WI 54230
- 407 Menasha Street, Reedsville, WI 54230

This Crack and Damage Survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, digital images, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, digital images, and written report describing any change in the building's condition.

## **B** (Vacant)

# **C** Construction

Prior to any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be in text form and submitted electronically.

Take the images with a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Each digital image shall be labeled with the following information:

D	
Building Location _	
View looking	
Date	
Photographer	

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and digital images to the engineer electronically.

After the construction activities are complete, conduct another survey in the same manner, obtain digital images, and submit another written report to the engineer electronically.

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In lieu of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be utilized to perform this work.

## **D** Measurement

The department will measure Crack and Damage Survey as single complete lump sum unit of work, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNIT999.1500.SCrack and Damage SurveyLS

Payment is full compensation for providing the before and after written reports, and for photographs or video.

stp-999-010 (20170615)

# 27. Streambed Material, Item SPV.0035.01.

# A Description

This section describes the materials needed and the construction process for the relocated stream bed.

## **B** Materials

Streambed Material shall be naturally occurring pit run material conforming material and size per standard spec 313. Material shall be washed to remove silt/clay either prior to placement or after placement as described in section C (Construction) of this specification.

#### **C** Construction

Provide the name and location of the quarry(s) where the material will be procured prior to construction commencement. The engineer will inspect the materials for approval. If they do not, provide an alternate acceptable source(s).

Place the streambed material in the proposed excavated stream bed to the elevation shown in the plans and typical sections. Add additional material as appropriate to account for settling. Grade the material to reflect the proposed cross sections and plan and profile along the stream bed.

Provide information on the means and methods to place Streambed Material as part of the ECIP for approval to minimize impact to the environment. Do not release the water used for washing into the creek. Submit information for dewatering wash water per article 10 Environmental Protection Dewatering.

#### **D** Measurement

The department will measure Streambed Material by the cubic yard, acceptably completed.

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## E Payment

The department will pay for measured quantities at the contract unit price under the

following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0035.01Streambed MaterialCY

Payment is full compensation for providing, hauling, placing, shaping, and washing the streambed materials.

# 28. Native Plant Plug, Item SPV.0060.01.

# **A Description**

This work shall consist of furnishing and planting wetland herbaceous plant plugs of the species specified, complete in place at the locations designated on the plans or as directed by the engineer. It shall include furnishing all necessary materials and performing all necessary work such as excavating plant holes, anchoring Native Plant Plug plants, necessary care and required replacements pending acceptance, and such work necessary and incidental thereto to complete the item according to the plans, specifications, and contract.

#### **B** Materials

All plant materials shall be nursery-grown stock, not wild-collected, from an area not to exceed 200 linear miles from the project site. All plants shall be healthy, 1 to 2 years old, with a well-developed root system. Plants that show evidence of mold or rot will be rejected. Species substitutions are not allowed unless approved by the engineer. Species are listed in the table below. Verify the final quantity and species of plant plugs with the engineer before ordering them.

COMMON NAME	BOTANICAL NAME	APPROXIMATE % OF TOTAL PLUG QUANTITY
Tussock Sedge	Carex stricta 40	
Hardstem Bulrush	Scirpus acutus	20
Bottlebrush Sedge	Carex comosa	20
Giant Bur-reed	Sparganium eurycarpum	20

#### **C** Construction

#### C.1 General

Native Plant Plugs shall be planted before June 15th or after September 1st. Planting shall not take place when the ground is frozen, or when the conditions are otherwise unsuitable for planting. The contractor shall give the engineer five working days notice of the intended date of delivery of Native Plant Plugs to the project site. All Native Plant Plug plants shall be presented to the engineer for inspection and acceptance prior to planting. All Native Plant Plugs shall be handled with care and skill to prevent damage and shall be packed in a manner to ensure arrival at the project site in good condition. The Native Plant Plugs shall be kept moist and cool prior to planting.

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## C.2 Timing of Planting

Native Plant Plugs shall be planted on the day of delivery at the project site. In the event that this is not possible, the plants shall be temporarily stored by placing them in a well ventilated, cool, shaded, moist storage space. This storage period shall not exceed 48 hours.

# C.3. Planting Layout

Native Plant Plugs species shall be mixed randomly in their placement. They shall be planted at a uniform density with a spacing of approximately 26 inches on center in those areas shown on the Planting Plan. Native Plant Plugs shall not be planted in rows.

# C.4. Planting Method

Native Plant Plugs shall be planted by hand with the use of a tree spud or other comparable method, or as directed by the engineer. If necessary, Native Plant Plugs shall be anchored by means of a wire loosely wrapped around the plug and pressed firmly 1 to 2 inches into the ground.

## C.5. Care

Freshly planted Native Plant Plugs shall not be disturbed by subsequent activities that would cause uprooting or injury. The contractor shall properly care for all plants from the time of planting until the partial or final acceptance of the work under the contract. Proper care of plants shall consist of doing such watering and other work as necessary to keep the plants in a healthy growing condition. Complete watering shall be performed at 2 to 3 day intervals between May 15 to September 15, if necessary. Such intervals may be lengthened when weather conditions and soil moisture permit. Additional watering may be ordered by the engineer at any time, should conditions require such watering.

#### **D** Measurement

The department will measure Native Plant Plug by the number each of plants, complete in place and acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Native Plant PlugEACH

Payment is full compensation for delivering, storing, and planting the Native Plant Plugs, anchoring and supplying wire as necessary.

The department will pay separately for watering under the Seed Water bid item.

# 29. Utility Line Opening, Item SPV.0060.02.

#### A Description

This work consists of excavating to uncover utilities for the purpose of determining elevation and potential conflicts as shown on the plans or as directed by the engineer.

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# **B** (Vacant)

#### **C** Construction

Complete the excavation in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

Perform the utility line openings as soon as possible or as noted on the plans to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility. Coordinate with and obtain approval of the engineer for all utility line openings. Notify the utility engineers or their agents of this work a minimum of three days prior to the work so they may be present when the work is completed. Verify the need for performing Utility Line Openings as shown on the plans since some of the utilities may be been relocated prior to the start of construction.

#### **D** Measurement

The department will measure Utility Line Opening by the each, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.02 Utility Line Opening EACH

Payment is full compensation for the excavation required to expose the utility line, backfilling with existing material removed from the excavation, compacting the backfill material, restoring the site and cleanup.

Existing pavement, concrete curb and gutter, and sidewalk removals necessary to facilitate utility line openings will not be considered part of or paid for under Utility Line Opening, but will be considered separate and measured and paid for separately as removal items. Replacement pavement, concrete curb, gutters and sidewalk items will also be considered separate from Utility Line Openings and will be measured and paid for separately.

# 30. Coir Log, Item SPV.0090.01.

## **A Description**

This special provision describes furnishing and installing streambank coir logs as shown on the plans and as directed by the engineer, along with any incidental anchoring, grading or shaping associated with this work.

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#### **B** Materials

Furnish streambank fiber logs made of a coconut fiber roll and consisting of 100% organic material. The diameter of the log shall be 16 inches and have a minimum density of 7lb/ft<sup>3</sup>. Known manufacturers of material that meet this criteria are GEI Works, RoLanka, Bon Terra, and Bestman Green.

Wood stakes to secure fiber rolls to bank shall be ACQ 0.4 treated lumber approximately 2" by 2" square and 3 feet long, or as described by the manufacturer. Stakes shall have a notch a minimum of 2" below top of stake and approximately ½" deep to secure tie down to stake.

Tie downs to secure fiber rolls to bank shall be coir or jute fiber, as described by the manufacturer, or as approved by the engineer.

#### C Construction

Prior to installation the contractor shall provide the engineer with one full set of manufacture's literature and recommended installation procedure. Installation shall be according to the procedure recommended by the manufacturer unless otherwise specified in the contract, as directed by the engineer, or as described below.

Excavate trench to place fiber roll as necessary. Where required, place erosion mat, prior to fiber roll installation.

Place fiber rolls end-to-end parallel to the shoreline or streambank as shown on the plans and details. Lace adjoining fiber rolls together with jute cord, firmly tying them together by weaving the cord in and out of the mesh that encases the fiber rolls. Use a minimum of five knots and 10 stitches per attachment. Lace three to five sections of fiber roll together before they are placed in the water and staked, always keeping the working end out of the water until the next section or two are laced on. After the fiber rolls are laced together, place on edge of channel as shown in details so that approximately three inches of the roll lies below finished stream bed grade.

Installation of plantings and erosion mat are covered under separate provisions.

#### **D** Measurement

The department will measure Coir Log by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.01 Coir Log LF

Payment is full compensation for placing and anchoring the fiber roll, including lacing and staking the fiber roll. The contract price shall be payment in full for excavation and

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preparation of the bed, including backfilling and disposal of surplus material; for furnishing and placing the fiber roll, and for restoring the site of the work.

# 31. Sanitary Sewer System Television Inspection, Item SPV.0105.01.

## **A** Description

This special provision describes conducting a television inspection of sewer lines located along 4<sup>th</sup> Street between Mill Street and Menasha Street.

This Sanitary Sewer System Television Inspection shall consist of two parts. The first part, performed prior to construction activities, shall include a video and a written report describing the existing defects in the sewer lines being inspected. The second part, performed after the construction activities, shall also include a video and written report describing any change in the sewer line's condition.

#### **B** (Vacant)

## **C** Construction

Prior to any construction activities, thoroughly inspect the sewer lines for existing defects, including pipe walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and video. The intent of the written report and video is to procure a record of the general physical condition of the sewer lines walls. The report shall be typed in text form and submitted electronically.

Furnish the television inspection studio, television camera, audio-visual encoding equipment/software, and other necessary equipment, materials, electricity, labor, technicians, as may be needed to perform the television inspection.

The television inspection equipment shall be capable of inspecting a minimum of 750 feet of sewer line by a self-propelled unit. The inspection equipment shall be capable of clearly televising the interior of a 6-inch diameter sewer and larger.

Use a television camera specifically designed and constructed for sewer pipeline inspection. The camera shall be waterproof and shall be able to operate in any conditions that may be encountered in the inspection environment. Provide a color pan and tilt camera to facilitate the inspection of service laterals and sewer line and manhole defects. The television camera shall be capable of 360-degree rotational scan indicating salient defects. The adjustment of focus and iris shall provide a minimum focal range of 3 inches in front of the camera's lens.

The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer.

The illumination shall be such as to allow an even distribution of the light shadowing.

Inspect sewer pipelines with pan and tilt conventional television imagery so as to record relevant features and defects of the pipeline under inspection. Inspection of pipelines shall

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be carried out in a format reviewed by the engineer. Perform cleaning according to the requirements of the contract documents. A skilled technician or supervisor who shall be located at the control panel in the mobile television studio shall control the operation of the television equipment.

If television inspection of an entire section cannot be successfully performed from one manhole, perform a reverse setup to obtain a complete television inspection. No additional payment will be made for a reverse setup.

Provide a complete television inspection of both the upstream and downstream manholes beginning at the top of each manhole and panning down to inspect the entire manhole.

Whenever prevailing conditions allow, position the camera head to reduce the risk of picture distortion. In circular sewers, position the camera lens centrally (i.e., in prime position) within the sewer. In noncircular sewers, picture orientation shall be taken at midheight, unless otherwise agreed, and centered horizontally. Direct the camera lens along the longitudinal axis of the sewer when in prime position. A positioning tolerance of +/- 10 percent of the vertical sewer dimension shall be allowed when the camera is in prime position.

Perform television inspections during low flow conditions. The engineer will reject any television inspection that, because of high flow conditions or for any other reason, does not produce an effective survey of the sewer pipe.

Do not pull a cleaning device in front of the television inspection camera during the taping of the sewer line.

Each video shall be labeled with the following information:

Start Mannoie	
End Manhole _	
View looking _	
Date	
Videographer	

The video shall be in MPEG (Moving Pictures Expert Group) format, .mpg, with a resolution of at least 352 pixels (x) by 240 pixels (y). Submit the video electronically.

Prior to the start of any construction activities pertinent to this inspection, submit a copy of the written report, video to the engineer electronically.

Report sewer defects according to the National Association of Sewer Service Companies (NASSCO) program known as Pipeline Assessment and Certification Program (PACP). The engineer reserves the right to refuse any inspection report that does not comply with the PACP program.

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Prior to beginning work, submit to the engineer **certification in NASSCO's PACP**. Do not commence work until such certification is provided.

After the construction activities are complete, conduct another inspection in the same manner, take video and submit another written report to the engineer electronically.

The engineer will review both inspections, not for accuracy of content, but to make sure that the required information is provided and the recording is of acceptable quality. If the engineer determines that the recording is defective or not of adequate quality, the contractor shall TV inspect again at the contractor's expense.

The cost of repair or remedy due to any damage caused by the deployment or retrieval of equipment shall be borne by the contractor.

#### **D** Measurement

The department will measure Sanitary Sewer System Television Inspection as a single complete lump sum unit of work, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.01Sanitary Sewer System Television InspectionLS

Payment is full compensation for providing the before and after written reports, and for video.

# 32. Seed Water, Item SPV.0120.01.

## **A Description**

This special provision describes providing water for seed as the plans show, the contract specifies or as the engineer directs.

#### **B** Materials

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

#### **C** Construction

Under the Seed Water bid item, furnish and apply water to seeded areas. After cleanup, moisten the seed thoroughly by sprinkling with water. Keep all seeded areas thoroughly moist by water or sprinkling if rainfall is not sufficient to achieve seed rooting. Water for 60 days after placement or as the engineer directs. Apply water in a manner to preclude washing or erosion.

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#### **D** Measurement

The department will measure Seed Water by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0120.01Seed WaterMGAL

Payment is full compensation for providing, hauling, and applying the water.

# 33. Wetland Shelf Seed Mix, Item SPV.0180.01.

## **A Description**

This special provision describes providing, storing, mixing, sowing and raking the native seed within the Wetland Shelf as indicated on the plan, supplying seed samples, germination test data, storage and delivery of seed, all according to the Special Provisions provided herein.

#### **B** Materials

Furnish native seed and cover crop. Transport the seed from the vendor to the construction site. Notify the seed vendor and the engineer a minimum of ten working days in advance of the required pick-up date and/or delivery to the construction site. Seed shall be 95% pure by weight. All seed shall be certified in writing by the supplier as consisting of pure wild-type seed containing no hybrid or improved varieties and having a biological point of origin within 200 linear statute miles of the work site.

Deliver a representative sample of each species to the engineer for inspection and identification prior to the acceptance of the seed. Deliver all seed samples at least 5 days before seeding can begin.

<u>Cover crop</u> will be annual ryegrass (*Lolium temulentum*) accordance with Standard spec 630.

<u>Wetland Shelf Seeding</u> - The seed mix for the Wetland Planting Zone will be: Floodplain seed mix shall be:

- Agrecol Floodplain mix (http://www.agrecol.com/FloodPlain),
- Prairie Nursery Moist Meadow mix (<a href="http://www.prairienursery.com/store/seed-mixes/moist-meadow---rain-garden-mix#">http://www.prairienursery.com/store/seed-mixes/moist-meadow---rain-garden-mix#</a>. WXDLG02otdN),
- Or approved equal.

The application rate shall be 12 pounds per acre for the Wetland Seeding and 35 pounds per acre for the cover crop.

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#### **C** Construction

Seeding shall not take place in flooded areas or when conditions are otherwise unsatisfactory for seeding. The contractor shall give the engineer five working days' notice prior to any seeding activities.

Seed shall be mixed and sown on the same day and shall be accomplished using Method A in standard spec 630, or as directed by the engineer. Any areas that are not accessible with mechanical equipment shall be hand seeded and hand raked.

After seeding, the area shall be lightly raked to cover the seed with approximately 1/2-inch of soil.

#### **D** Measurement

The department will measure Wetland Shelf Seed Mix by the square yard, acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.01Wetland Shelf Seed MixSY

Payment is full compensation for furnishing, handling and storing all seed; for properly preparing the seed bed so as to ensure successful germination and growth; and for sowing the seed, firming the seed bed.

The department will pay separately for watering under the Seed Water bid item.

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# ADDITIONAL SPECIAL PROVISION 4

# **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

# **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

# **Release of Routine Retainage**

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

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

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

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

Make the following revisions to the standard specifications:

#### 104.10.1 General

Replace paragraph one with the following effective with the December 2017 letting:

(1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

#### 104.10.4.2 Payment for the CRI Work

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
  - 1. Adjusts the contract time, interim completion dates, or both.
  - 2. Pays the contractor for the unpaid balance of the CRI work.
  - 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

#### NS = CW - CRW - CC - DC

#### Where:

NS = Net Savings

**CW** = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.<sup>[1]</sup>

**CRW** = The cost of the revised work, computed at contract bid prices if applicable. [1]

**CC** = The contractor's cost of developing the CRI proposal.

**DC** = The department's cost for investigating, evaluating, and implementing the CRI proposal.

#### 108.11 Liquidated Damages

Replace paragraphs two and three with the following effective with the December 2017 letting:

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

#### LIQUIDATED DAMAGES

ORIGINAL CON	TRACT AMOUNT	DAILY C	HARGE
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$850	\$1700
\$250,000	\$500,000	\$815	\$1630
\$500,000	\$1,000,000	\$1250	\$2500
\$1,000,000	\$2,000,000	\$1540	\$3080
\$2,000,000		\$2070	\$4140

<sup>[1]</sup> The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

#### 203.3.2.2 Removal Operations

Replace the entire text with the following effective with the December 2017 letting:

#### 203.3.2.2.1 General

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

## 203.3.2.2.2 Deck Removal

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

#### 203.5.1 General

Replace paragraph two with the following effective with the December 2017 letting:

(2) Payment is full compensation for breaking down and removing; costs associated with contractorcaused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

#### 415.2.3 Expansion Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

(1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.

#### 415.3.20 Filling Joints

Replace paragraph two with the following effective with the December 2017 letting:

(2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joints surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.

#### 415.5.1 General

Replace paragraph six with the following effective with the December 2017 letting:

(6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.

## 440.3.4.2 Contractor Testing

Replace paragraph two with the following effective with the December 2017 letting:

(2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.

#### 455.5.3 Tack Coat

Replace paragraph two with the following effective with the December 2017 letting:

(2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.

## 460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2017 letting:

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

**TABLE 460-2 MIXTURE REQUIREMENTS** 

Mixture type	LT	MT	HT	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	<2.0	2 - <8	>8	
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N <sub>ini</sub>	6	7	8	8
Gyrations for N <sub>des</sub>	40	75	100	65
Gyrations for N <sub>max</sub>	60	115	160	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 - 75 <sup>[3] [5]</sup>	65 - 75 <sup>[3] [5]</sup>	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[6] [7]</sup>				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)				0.30

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[3]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[4]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[5]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[6]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[7]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

## 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph six with the following:

(6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.

#### 502.2.7 Preformed Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139.

#### 502.3.7.8 Floors

Replace paragraph fourteen with the following effective with the December 2017 letting:

(14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.

#### 505.2.6 Dowel Bars and Tie Bars

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

#### 505.2.6.1 General

- (1) Furnish bars coated in a plant certified by the Concrete Reinforcing Steel Institute. For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.
- (2) The contractor need not coat or patch sawed ends, sheared ends, cut ends, ends left bare during the coating process, or ends with damaged coating.
- (3) The contractor need not repair circumferential coating damage from shipping, handling, or installation, if the following conditions are met:
  - 1. The damaged area is 1/4 inch square or smaller.
  - 2. The total damaged area in any one-foot length does not exceed 2 percent of the circumferential area in that length.
- (4) Repair areas of damaged circumferential coating larger than 1/4 inch square. Reject bars with total damage greater than 2 percent of the bar's circumferential area.

#### 505.2.6.2 Dowel Bars

#### 505.2.6.2.1 General

- (1) Ensure that the bars are straight, round, smooth, and free from burrs or other deformations detrimental to the free movement of the bar in the concrete.
- (2) Saw bars to the required length. For solid bars, the department will allow shearing if no damage occurs to the coating and shearing distortions do not exceed the following:
  - 1. No distorted diameter is more than 0.04 inches greater than the true diameter.
  - 2. No distortion extends more than 0.40 inches from the sheared end.
- (3) Apply a surface treatment to loose dowels, or furnish manufacturer-treated bars in dowel bar baskets, capable of preventing bond between the epoxy-coated bars and the concrete. Apply field surface treatments when loading bars in the dowel bar magazine.

#### 505.2.6.2.2 Solid Dowel Bars

(1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat with a thermosetting epoxy conforming to AASHTO M254, type B.

#### 505.2.6.2.3 Tubular Dowel Bars

(1) Furnish welded steel tubular bars conforming to ASTM A513 fabricated from plain carbon steel with a minimum tensile yield strength of 60 ksi and sized as follows:

SOLID BAR	MINIMUM REQUIRED	MINIMUM BASE METAL
SPECIFIED DIAMETER	OUTSIDE DIAMETER	WALL THICKNESS
1 1/4-inch	1 5/16 inches	0.120 inch
1 1/2-inch	1 5/8 inches	0.120 inch

(2) Cap bar ends to prevent intrusion of concrete or other materials. Ensure that tubing is galvanized on the exterior and interior according to ASTM A653 with a G40 zinc coating and apply 7-13 mils of epoxy to the galvanized exterior according to AASHTO M254, Type B.

#### 505.2.6.2.4 High Performance Dowel Bars

(1) As an alternate the contractor may furnish high performance dowel bars from the department's APL.

#### 505.2.6.3 Tie Bars

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Coat tie bars as specified in 505.2.4 for coated high-strength steel reinforcement. Ensure that the tie bars are the shape the plans show.
- (2) Repair, with compatible coating material, the bend location of field-straightened coated tie bars.

#### 614.2.1 General

Add the following as paragraph ten effective with the December 2017 letting:

(10) Furnish guardrail reflectors from the department's APL.

#### 614.3.2.1 Installing Posts

Add the following as paragraph five effective with the December 2017 letting:

(5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.

#### 614.5 Payment

Replace paragraph four with the following effective with the December 2017 letting:

(4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.

#### 641.2.9 Overhead Sign Supports

Replace paragraph three with the following effective with the December 2017 letting:

(3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.

#### 642.2.2.1 General

Replace the entire text with the following effective with the December 2017 letting:

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
  - Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
  - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
  - Includes a wireless network for the field office.
  - Can accommodate IPSec based VPN products.
  - Has a bandwidth range as follows:

Field office with 1-5 staff: A minimum connection speed of 5 Mbps download and 1 Mbps

upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.

Field office with 6 or more staff: A minimum connection speed of 10 Mbps + 1/2 Mbps per user

download and 5 Mbps upload.

Projects over 500 million dollars: A minimum connection speed of 20 Mbps + 1/2 Mbps per user

download and 10 Mbps upload. Coordinate network setup at the

leased office with the WisDOT network team.

- (4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.
- (5) Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
  - 1. Five-legged base with casters.
  - 2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
  - 3. High backrest with no arms or adjustable arms.

#### 643.3.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide and maintain traffic control devices located where the plans show or engineer directs to maintain a safe work zone throughout the contract duration. Relocate as required to accommodate changing work operations. When not in use, place devices away from traffic outside of paved and gravel shoulder surfaces. Where there is barrier on the shoulder, the contractor may place devices not in use on the shoulder as close as possible to the barrier and delineated with drums. Lay signs and supports flat on the grade with uprights oriented parallel to and downstream from traffic. Do not stack devices or equipment. Promptly remove temporary devices from within the project limits as follows:
  - That will not be used within 14 consecutive calendar days.
  - Within 5 business days of substantial completion unless the engineer allows otherwise.

## 645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Furnish fabric conforming to the following physical properties:

TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

# 645.2.2.4 Geotextile, Type DF (Drainage Filtration)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

c as the contract specifies.		
SCHEDULE A TEST	METHOD	VALUE[1]
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 μm
Minimum permittivity	ASTM D4491	$0.70 \text{ s}^{-1}$
SCHEDULE B TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 μm
Minimum permittivity	ASTM D4491	1.35 s <sup>-1</sup>
SCHEDULE C TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 µm
Minimum permittivity	ASTM D4491	1.00 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

# 645.2.2.6 Geotextile, Type R (Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

## 645.2.2.7 Geotextile, Type HR (Heavy Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

#### 645.2.2.8 Geotextile, Type C (Modified SAS)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE <sup>[1]</sup>
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

#### 646.3.1.1 General Marking

Replace paragraph one with the following effective with the December 2017 letting:

(1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

#### Replace paragraph five with the following effective with the December 2017 letting:

(5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.

#### 701.3 Contractor Testing

Replace paragraph one with the following effective with the December 2017 letting:

(1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

#### **TABLE 701-2 TESTING STANDARDS**

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 <sup>[1]</sup>
Sieve analysis of fine and coarse aggregate	AASHTO T27 <sup>[1]</sup>
Aggregate moisture	AASHTO T255 <sup>[1]</sup>
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 <sup>[2]</sup>
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

<sup>[1]</sup> As modified in CMM 8-60.

#### **715.2.3.1 Pavements**

Add the following as paragraph six effective with the December 2017 letting:

(6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

## 715.3.1.1 General

Replace paragraph one with the following effective with the December 2017 letting:

(1) Provide slump, air content, concrete temperature and compressive strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each sublot. Cast three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

#### 715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2017 letting:

(1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

<sup>[2]</sup> As modified in CMM 8-70.

#### **Errata**

Make the following corrections to the standard specifications:

#### 106.3.3.1 General

Correct errata by changing "acceptance" to "approval".

(1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.

#### 205.3.1 General

Correct errata by replacing paragraphs three and four with the following to reflect current practice to incorporate suitable materials.

(3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.

#### 305.1 Description

Correct errata to clarify that the contractor may use more than one material under a single contract.

(1) This section describes constructing a dense graded base using one or more of the following aggregates at the contractor's option:

Crushed stone Reclaimed asphalt
Crushed gravel Reprocessed material
Crushed concrete Blended material

#### 521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

- (1) Furnish corrugated steel pipe and steel apron end walls as follows:
  - Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
  - Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel
    conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer
    protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to
    AASHTO M245.

#### 614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
- (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.

# 618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

(1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

## 643.3.5.2 Cellular Communication

Correct errata by changing State Traffic Operations Center to Traffic Management Center.

(2) A minimum of 14 days before deployment, demonstrate to the department that the cellular modem is capable of communications with the Traffic Management Center. If remote communications are interrupted or temporarily unavailable, the department will notify the contractor to change messages manually. Update messages within 2 hours of receiving notification.

#### 646.3.1.2 Liquid Marking

Correct errata by changing "epoxy overlays" to "polymer overlays".

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

QUID MARKING	PAVEMENT TYPE	THICKNESS	BEAD APPLICATION
		(mils)	(pounds per gallon)
Paint	all	16	8-10
Ероху	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5

#### 654.5 Payment

Correct errata to clarify that contractor-provided anchor rods and associated hardware are incidental.

(2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement; and for excavating, backfilling, and disposing of surplus materials.

# **ADDITIONAL SPECIAL PROVISION 7**

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

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

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

 $\underline{\text{http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-} \underline{\text{manual.pdf}}$ 

# ADDITIONAL SPECIAL PROVISION 9-S Electronic Labor Data Submittal for State Funded Only Projects

(1) Use the Workforce Utilization Report Microsoft Excel spread sheet, or other compatible spread sheet (i.e., Google Spread Sheet), to report required labor data. Details and the Excel spreadsheet are available online through the department's highway construction contract information (HCCI) site on the Labor, Wages, and EEO Information page at:

# http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (2) Ensure that all tiers of subcontractors, including all trucking firms, submit their labor data electronically via the Excel spread sheet to the prime contractor within 14 calendar days of the end of each quarter (quarters are defined as January-March, April-June, July-September, and October-December). The prime contractor shall coordinate collection of their subcontractors' spread sheets and forward them to the Regional Labor Compliance Specialist within 21 calendar days of the end of each quarter. Every company or contractor providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected companies or contractors aware of the requirements under this special provision and arrange for them to receive an Excel spreadsheet as part of their subcontract documents.
- (4) The department will reject all paper submittals of information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

# **Non-discrimination Provisions**

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

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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

# **Pertinent Non-Discrimination Authorities:**

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

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

# **Effective August 2015 letting**

## **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

# http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

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

http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc

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## **March 2017**

# NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, <u>per se</u>, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.





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Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0600.S  Removing Old Structure Over Waterway With Minimal Debris (station) 01. Station 3+70	LS	LUMP SUM	
0004	204.0110 Removing Asphaltic Surface	6.000 SY		
0006	204.0150 Removing Curb & Gutter	320.000 LF	·	
8000	204.0155 Removing Concrete Sidewalk	178.000 SY	·	
0010	204.0170 Removing Fence	5.000 LF		
0012	204.0245 Removing Storm Sewer (size) 01. 4-Inch	24.000 LF		
0014	204.0245 Removing Storm Sewer (size) 02. 12- Inch	13.000 LF		·
0016	204.0245 Removing Storm Sewer (size) 03. 21-Inch	56.000 LF	:	
0018	204.0270 Abandoning Culvert Pipes	1.000 EACH		
0020	205.0100 Excavation Common	4,167.000 CY		
0022	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	490.000 TON		
0024	206.1000 Excavation for Structures Bridges (structure) 01. B-36-217	LS	LUMP SUM	:
0026	210.1500 Backfill Structure Type A	440.000 TON		
0028	213.0100 Finishing Roadway (project) 01. 4321- 03-71	1.000 EACH		
0030	305.0120 Base Aggregate Dense 1 1/4-Inch	476.000 TON	·	







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Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
	415.0410 Concrete Pavement Approach Slab	170.000 SY		·
	455.0605 Tack Coat	66.000 GAL		
	465.0105 Asphaltic Surface	120.000 TON		
	502.0100 Concrete Masonry Bridges	256.000 CY		
	502.3200 Protective Surface Treatment	230.000 SY		
	502.3210 Pigmented Surface Sealer	50.000 SY		
	505.0400 Bar Steel Reinforcement HS Structures	7,710.000 LB		
	505.0600 Bar Steel Reinforcement HS Coated Structures	34,240.000 LB	<u>-</u>	·
	511.1200 Temporary Shoring (structure) 01. B-36- 217	225.000 SF		·
	513.7006 Railing Steel Type C1 (structure) 01. B- 36-217	115.000 LF		·
	516.0500 Rubberized Membrane Waterproofing	30.000 SY		
	517.1015.S Concrete Staining Multi-Color (structure) 01. B-36-217	1,004.000 SF		·
	517.1050.S Architectural Surface Treatment (structure) 01. B-36-217	1,004.000 SF		·
	520.1012 Apron Endwalls for Culvert Pipe 12-Inch	2.000 EACH		
	520.8000 Concrete Collars for Pipe	1.000 EACH		





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Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	521.1021 Apron Endwalls for Culvert Pipe Steel 21-Inch	1.000 EACH	·	
0064	550.0010 Pre-Boring Unconsolidated Materials	128.000 LF		
0066	550.1100 Piling Steel HP 10-Inch X 42 Lb	640.000 LF	<u></u>	
0068	601.0411 Concrete Curb & Gutter 30-Inch Type D	371.000 LF		
0070	601.0600 Concrete Curb Pedestrian	14.000 LF	<u>.</u>	
0072	602.0405 Concrete Sidewalk 4-Inch	1,996.000 SF	<u></u>	
0074	602.0515 Curb Ramp Detectable Warning Field Natural Patina	10.000 SF	·	·
0076	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	17.000 SF		·
0078	606.0200 Riprap Medium	78.000 CY		
0800	606.0300 Riprap Heavy	100.000 CY		
0082	608.3012 Storm Sewer Pipe Class III-A 12-Inch	96.000 LF	<u></u>	
0084	611.0624 Inlet Covers Type H	1.000 EACH		
0086	611.1253 Catch Basins 2.5x3-FT	1.000 EACH		
0088	611.8110 Adjusting Manhole Covers	1.000 EACH		
0090	611.8115 Adjusting Inlet Covers	3.000 EACH	<u>.</u>	
0092	612.0406 Pipe Underdrain Wrapped 6-Inch	200.000 LF		·





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Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	612.0902.S Insulation Board Polystyrene (inch) 01. 3-Inch	20.000 SY	·	
0096	619.1000 Mobilization	1.000 EACH		·
0098	624.0100 Water	18.700 MGAL	<u></u>	
0100	625.0100 Topsoil	4,556.000 SY		
0102	628.1504 Silt Fence	431.000 LF	<u> </u>	
0104	628.1520 Silt Fence Maintenance	431.000 LF		
0106	628.1905 Mobilizations Erosion Control	5.000 EACH		
0108	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH		
0110	628.2006 Erosion Mat Urban Class I Type A	800.000 SY		
0112	628.2027 Erosion Mat Class II Type C	4,069.000 SY		
0114	628.7010 Inlet Protection Type B	1.000 EACH		
0116	628.7015 Inlet Protection Type C	4.000 EACH		
0118	628.7560 Tracking Pads	2.000 EACH		
0120	629.0210 Fertilizer Type B	0.500 CWT		
0122	630.0140 Seeding Mixture No. 40	15.000 LB		
0124	630.0175 Seeding Mixture No. 75	40.000 LB	<u></u>	





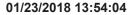
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Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	630.0200 Seeding Temporary	5.000 LB		
0128	634.0614 Posts Wood 4x6-Inch X 14-FT	2.000 EACH		
0130	637.2210 Signs Type II Reflective H	5.180 SF		<u> </u>
0132	637.2230 Signs Type II Reflective F	8.440 SF		
0134	638.2602 Removing Signs Type II	3.000 EACH		
0136	638.3000 Removing Small Sign Supports	3.000 EACH		<u> </u>
0138	642.5001 Field Office Type B	1.000 EACH	<u></u>	
0140	643.0300 Traffic Control Drums	644.000 DAY		
0142	643.0410 Traffic Control Barricades Type II	368.000 DAY	<u>.</u>	
0144	643.0420 Traffic Control Barricades Type III	2,208.000 DAY		
0146	643.0705 Traffic Control Warning Lights Type A	2,944.000 DAY	<u>.</u>	
0148	643.0715 Traffic Control Warning Lights Type C	644.000 DAY		
0150	643.0900 Traffic Control Signs	1,196.000 DAY		<u> </u>
0152	643.5000 Traffic Control	1.000 EACH	<u> </u>	<u> </u>
0154	644.1616.S Temporary Pedestrian Safety Fence	50.000 LF		
0156	645.0111 Geotextile Type DF Schedule A	130.000 SY		
0158	645.0120 Geotextile Type HR	406.000 SY		







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Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	76.000 LF		·
0162	646.8120 Marking Curb Epoxy	45.000 LF	·	·
0164	646.9100 Marking Removal Line 8-Inch	55.000 LF		
0166	650.4000 Construction Staking Storm Sewer	4.000 EACH		
0168	650.4500 Construction Staking Subgrade	122.000 LF		
0170	650.5000 Construction Staking Base	122.000 LF		
0172	650.5500 Construction Staking Curb Gutter and Curb & Gutter	268.000 LF		·
0174	650.6500 Construction Staking Structure Layout (structure) 01. B-36-217	LS	LUMP SUM	·
0176	650.7000 Construction Staking Concrete Pavement	51.000 LF		·
0178	650.9000 Construction Staking Curb Ramps	2.000 EACH	·	
0180	650.9910 Construction Staking Supplemental Control (project) 01. 4321-03-71	LS	LUMP SUM	·
0182	650.9920 Construction Staking Slope Stakes	813.000 LF		
0184	690.0150 Sawing Asphalt	110.000 LF		
0186	690.0250 Sawing Concrete	102.000 LF	<u> </u>	
0188	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00



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# **Proposal Schedule of Items**

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**Proposal ID:** 20180313031 **Project(s):** 4321-03-71

Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0190	715.0502 Incentive Strength Concrete Structures	1,540.000 DOL	1.00000	1,540.00
0192	999.1500.S Crack and Damage Survey	LS	LUMP SUM	·
0194	SPV.0035 Special 01. Streambed Material	105.000 CY		·
0196	SPV.0060 Special 01. Native Plant Plug	1,720.000 EACH		·
0198	SPV.0060 Special 02. Utility Line Openings	4.000 EACH		·
0200	SPV.0090 Special 01. Coir Log	1,076.000 LF		·
0202	SPV.0105 Special 01. Sanitary Sewer System Television Inspection	LS	LUMP SUM	<u>-</u>
0204	SPV.0120 Special 01. Seed Water	175.000 MGAL		·
0206	SPV.0180 Special 01. Wetland Shelf Seed Mix	910.000 SY		
	Section: 00	001	Total:	
			Total Bid:	·

# PLEASE ATTACH SCHEDULE OF ITEMS HERE