HIGHWAY WORK PROPOSAL

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

Proposal Number: 014

COUNTY	STATE PROJECT	FEDERAL	PROJECT DESCRIPTION	HIGHWAY
Dane	5841-00-70	N/A	Ush 51 - Mcfarland; Yahara River Bridge B-13-0684	CTH AB

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

Proposal Guaranty Required: $40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: November 13, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code SAMPLE NOT FOR BIDDING PURPOSES
Contract Completion Time 45 Working Days	
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)

Notary Seal

For Department Use Only

Type of Work:
Excavation, Base, HMA Pavement, Beam Guard, Signs, Concrete Pavement, Bridge Replacement

Notice of Award Dated	Date Guaranty Returned

PLEASE ATTACH
PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

(1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:

1. Electronic bid on the internet.
2. Electronic bid on a printout with accompanying diskette or CD ROM.
3. Paper bid under a waiver of the electronic submittal requirements.

(2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

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

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

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

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

(5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.

(6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

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

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

B Submitting Electronic Bids

B.1 On the Internet

(1) Do the following before submitting the bid:

1. Have a properly executed annual bid bond on file with the department.

2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.

(2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:

1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
4. Submit the bid before the hour and date the Notice to Contractors designates.
5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.

(3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

(1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at:
https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

(3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.

(4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

(5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:

1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

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

C Waiver of Electronic Submittal

(1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.

(2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a $75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."

(3) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:

1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
2. The bidder fails to pay the $75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the $75.
3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.

(4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

PROPOSAL BID BOND

Wisconsin Department of Transportation

DT1303 1/2006

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

Wisconsin Department of Transportation

DT1305 8/2003

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

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

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

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

(Signature of Authorized Contractor Representative) (Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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 5841-00-70, USH 51 – McFarland (Yahara River Bridge B-13-0684), CTH AB, Dane 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 (20171130)

2. Scope of Work.

The work under this contract shall consist of removal of existing Structure B-13-0075, grading, base aggregate, HMA pavement, concrete approach slab, pavement marking, permanent signing, beam guard, Structure B-13-0684, 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 time frame for construction of the project within the 2019 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

Migratory Birds

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. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure Over Waterway with Minimal Debris.

Fish Spawning

There shall be no instream disturbance of Yahara River 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 within the stream.

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.

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).

According to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal, but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

If additional trees need to be removed, no Clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence survey. Notify the engineer if additional Clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

Submit a schedule and description of Clearing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

Oak Trees

This project may involve cutting or wounding of oak trees. To prevent the spread of oak wilt disease, avoid cutting or pruning oaks from April through September. See the DNR webpage at: http://dnr.wi.gov/topic/foresthealth/oakwilt.html.

Emerald Ash Borer

This project has the potential for spreading the Emerald Ash Borer (EAB) beetle. It is illegal to move or transport ash material, the emerald ash borer, and hardwood debris (i.e. firewood) from EAB quarantined areas to non-quarantined area without a compliance agreement issued by WI Department of Agriculture, Trade and Consumer Protection. Regulated items include cut hardwood (non-coniferous) firewood, ash logs, ash mulch or bark fragments larger than one inch in diameter, or ash nursery stock (DATCP statute 21).

4. Traffic.

Close CTH AB to through traffic within the project limits. Place detour route signage from CTH MN to USH 51 as detailed in the plans. Maintain access to Alsmo Lane.

5. Utilities.

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

stp-107-066 (20080501)

Underground and overhead facilities are located within the project limits. Utility adjustments are required for this construction as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the areas as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times.

Alliant Energy (Gas) has buried gas along the west side of CTH AB for the length of the project varying from approximately 20 to 26-feet LT with the gas line at approximately 20-feet LT at the existing bridge. The gas main branches left down Alsmo Lane and continues north along CTH AB at approximately Station 105+42. There is a service lateral that crosses CTH AB from west to east at Station 105+66.

All existing gas mains will be discontinued in place from approximately Station 101+70 to Station 105+30. Prior to construction, new gas main will be directionally bored under the Yahara River approximately 26-feet west of the centerline from Station 101+70 to Station 105+30.

Live gas main will remain throughout the project limits. Contact Digger's Hotline as required to avoid damage to buried facilities.

No conflicts are anticipated.

Alliant Energy (Electric) has overhead electric on the west side of the road for the length of the project. Existing utility poles are located at approximately Station 101+44, 34-feet LT, Station 101+86, 29-feet LT, Station 104+13, 29-feet LT, Station 104+76, 62-feet LT, Station 106+76, 32-feet LT and Station 104+56, 33-feet RT. There is an existing streetlight on the utility pole located at Station 104+13. The streetlight will not be replaced. The overhead electric splits to the west down Alsmo Lane, to the east across CTH AB and continues north on CTH AB at approximately Station 104+13. The overhead electric also splits to the east down Fish Camp Road and continues north at approximately Station 106+77.

The following work will be completed prior to construction:

- The overhead electric will be removed along the west side of CTH AB for the length of the project as well as the poles at Stations 101+44 LT, 104+13 LT and 104+56 RT. The pole at Station 101+86 will remain in place during construction. The overhead electric crossing of CTH AB from the utility pole located at Station 104+13 LT to 104+56 RT and the overhead electric between utility poles located at Stations 104+13 LT to 104+76 LT will also be removed prior to construction.
- Utility poles to be installed prior to construction are located at Stations 105+45, 29-feet LT and 105+45 29-feet RT. New overhead electric will be installed from the utility pole located at 104+76 LT to 105+45 LT and from 105+45 LT to 105+45 RT. These new overhead electric lines will be live for the duration of the project.

No conflicts are anticipated.

Charter Communications has overhead fiber optic communication lines attached to Alliant Energies existing utility poles from Stations 101+44, 34-feet LT to Station 106+76, 32-feet LT. The overhead fiber branches to the east across CTH AB and to the west down Alsmo Lane at approximately Station 104+13 on the Alliant Energy pole.

Prior to construction, Charter will remove their existing overhead fiber optic communication lines for the length of the project. New fiber will be bored along the western right-of-way for the length of the project.

The new buried fiber optic communication line will be live during construction. Contact Digger's Hotline as required to avoid damage to buried facilities.

No conflicts are anticipated.

Frontier Communications has three buried copper communication lines along the east side of the roadway from the southern limits of the project to Fish Camp Road. Pedestals exist at Station 102+76, 23-feet RT, Station 104+25, 32- feet RT and Station 104+76, 52-feet LT. At the river crossing, the existing communication line is attached to the eastern side of the bridge. Another communication line comes from the west on the south side of Alsmo Lane to a pedestal located at 104+76, 52-feet LT. From there the line crosses under Alsmo Lane and continues along the west side of CTH AB to the northern limits of the project.

Prior to construction, Frontier will discontinue all existing facilities within the project limits and remove the existing two pedestals on the east side of the roadway as well as the pedestal near Alsmo Lane at Station 104+76, 52-feet LT.

Conflicting discontinued facilities can be removed by the contractor concurrent with construction. Coordinate with Frontier Communications if assistance in removal is needed.

No conflicts are anticipated.

Kegonsa Sanitary District has buried sanitary lines within the project limits. A 3-inch sanitary force main runs under the western side of the road from the southern limits of the project to Alsmo Lane varying from 28 to 34-feet LT. A sanitary sewer manhole is located at Station 101+99, 30-feet LT, the 3-inch main runs along the western side of the road to another manhole at Station 104+89, 33-feet LT. From there a 2-inch sanitary main travels west on Alsmo Lane and a 2.5-inch sanitary main travels east under CTH AB where it turns north varying from 18 to 25-feet RT to a manhole located at Station 106+21, 19-feet RT. From that manhole, the sanitary main travels east on Fish Camp Road. There is also a grinder pump on the east side of CTH AB located at Station 105+15, 29-feet RT.

Prior to construction, Kegonsa Sanitary will adjust the rim elevation of the grinder pump located at Station 105+15 to match the slope intercept elevations.

The following work shall be completed by the contractor during construction:

a. Reconstruct the existing manhole at Station 101+99 to the proposed elevation shown on the plans.
b. The manhole at Station 104+89 shall be raised using concrete adjusting rings to match the proposed elevation shown on the plans.

The existing sanitary line will be live during construction. Contact Digger's Hotline as required to avoid damage to buried facilities.

No conflicts are anticipated.

6. 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)

7. Archaeological Site

One archaeological site exists on the western side of the project for the length of the project. A qualified archaeologist must monitor the construction if undertaking includes ground disturbance beyond the existing ditch. Site(s) shall not be used for borrow or waste disposal, and the site area not currently capped by asphalt/concrete should not be used for the staging of personnel, equipment and/or supplies. Contact the Bureau of Technical Services – Environmental Process and Documentation Section (BTS –-EPDS) at (608) 266-0099 at least two weeks before working in this area.

8. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Mark Westerveld at (608) 246-5355.

stp-107-054 (20080901)

9. 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 before 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. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

http://dnr.wi.gov/topic/invasives/disinfection.html

Use the following inspection and removal procedures:

1. Before 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 before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
    - 4.1. Washing with ~212 F water (steam clean), or
    - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
    - 4.3. 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 (>104º 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)

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 into any waterway or wetland. Submit for approval the means and methods proposed to be used during construction as part of the Erosion Control Implementation Plan for dewatering at each location it is required. 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.

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

11. Construction Over or Adjacent to Navigable Waters.

Add the following to standard spec 107.19:

The Yahara River is classified as a state navigable waterway.

107-060 (20171130)

Place buoys and bridge work ahead signs as required. The cost of these items are included in the bid item “Traffic Control”. If boat traffic proceeds towards the bridge, stop work on the bridge until they pass.

Waterway markers and other necessary signage including “Bridge Work Ahead” and warnings that users may need to portage around the bridge shall be placed in the Yahara River during construction activities. Markers shall be removed once construction is complete. Follow the general steps for submission of a Waterway Marker Application and Permit:

1. Fill out the Waterway Marker Application and Permit form: http://dnr.wi.gov/files/PDF/forms/8700/8700/8700-058.pdf
2. The Wisconsin Department of Transportation shall be listed as the applicant.
3. Be sure to include an aerial map-diagram or engineered-diagram of the work location and the placement of the waterway markers (buoys). If proposed GPS coordinates for each buoy are not provided, then markers placed on the diagram must show distances (in feet) from each marker location and from one permanent fixture as a benchmark.
4. Provide the completed application/permit to the local municipality having jurisdictional authority over the area in which the waterway markers will be placed. If an ordinance is required, consult with the local municipality regarding their ordinance process.
5. Forward the signed application/permit to the following:

Penny Kanable	Eric Heggelund
Wisconsin Dept. of Natural Resources	Wisconsin Department of Natural Resources
101 S Webster Street – LE/8	3911 Fish Hatchery Road
Madison WI 53703	Fitchburg WI 53711

   The Boating Program Specialist will communicate with the local Warden and Recreational Safety Warden in processing and finalizing the permit. If the permit application is incomplete or additional information is needed the Boating Program Specialist will work with the DNR’s Regional DOT Liaison to resolve.
6. Permanent Navigation Aids: The process outlines above will also apply to the placement of permanent navigational aids. This includes modifications, additions or temporary relocations of existing navigational aids. The locations of the existing buoys (or other navigational aids) must be included in the permit application.

12. Erosion Control Structures.

Within seven calendar days after beginning 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 the engineer directs. Before initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as the plans show, 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. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

John Roelke, License Number AII-119523, inspected Structure B-13-0075 for asbestos on December 30, 2014. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Mark Westerveld at (608) 246-5355.

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 before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Mark Westerveld at (608) 246-5355 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 B-13-0075, CTH AB over Yahara River
- Site Address: 1.4 miles east of junction with USH 51
- Ownership Information: Dane County Highway Department, 2302 Fish Hatchery Road, Madison, WI 53713
- Contact: Mark Westerveld
- Phone: Mark Westerveld at (608) 246-5355
- Age: 61 years old. This structure was constructed in 1957.
- Area: 2968 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20120615)

14. Removing Old Structure Over Waterway With Minimal Debris Station 103+50, 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 B-13-0075 over the Yahara River in large sections and conforming to the contractor's approved structure removal and clean-up plan. During 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 Debris Station 103+50	LS

stp-203-020 (20170615)

15. 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.

https://wisconsindot.gov/rdwy/cmm/cm-08-00toc.pdf

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 certifications with HTCP numbers, and expiration dates, 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. Testing frequency:

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test before placement, and two production or one loadout test. [1] [2]
> 6000 tons and ≤ 9000 tons	One stockpile and Three placement tests [3] [4] [5]

   [1] Submit production test results to the engineer for review before 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.

   [5] 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.

A.2.3 Department Testing

(1) The department will perform testing as specified in B.8 except as follows:

- Department testing may be waived for contract bid item 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:

SAMPLING AND TESTING ROLES	TEST STANDARD	REQUIRED CERTIFICATION
Random Sampling of Materials Sampling Aggregates	ASTM D3665 AASHTO T2 [1]	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
Percent passing the 200 Sieve Gradation Moisture Content Fractured Faces	AASHTO T11 AASHTO T27 AASHTO T255 ASTM D5821	Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
Liquid and Plasticity Index	AASHTO T89 AASHTO T90	Aggregate Testing for Transportation Systems (ATTS) Grading Technician I (GRADINGTEC-1) Grading Assistant Certified Technician (ACT-Grading)
Plasticity Check	AASHTO T90	Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) Grading Technician I (GRADINGTEC-1) Grading Assistant Certified Technician (ACT-Grading)

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

(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

https://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.

(2) 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 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 before placement. One stockpile test may be used for multiple projects up to 60 calendar days.

(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 watering and 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:

Gradation ..... AASHTO T 27
Material finer than the No. 200 sieve..... AASHTO T 11

(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.

(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.
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 before placement.
2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

(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 watering and 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.

(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 (20171130)

16. Pier & Abutment Construction.

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

1. If a cofferdam is used, build the cofferdam of non-erodible material.
2. Concrete poured under water will be allowed; pour the concrete conforming 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)

17. Reconstruct Existing 4’ Diameter Sanitary Sewer Manhole, Item SPV.0060.01.

A Description

This work consists removing and replacing the existing 4 foot diameter sanitary manhole conical section, removing and replacing concrete adjustment rings, and salvaging and resetting the existing manhole casting to proposed finished grade.

B Materials

Provide new precast reinforced concrete manhole conical top section conforming to ASTM C478. All joints between manhole sections shall be tongue-and-groove conforming to ASTM C443. Seal manhole joints with circular O-ring or preformed flexible joint sealant as specified herein. Steps shall be installed in all new sewer manhole sections by the manufacturer and shall be cast iron conforming to ASTM A48, Class 30B or steel reinforced plastic conforming to ASTM A615, Grade 60 and ASTM D4101, Type II, Grade 49108 as shown on the Drawings. Manhole steps shall be spaced 16 inches on center with an allowable tolerance of ±1 inch. Steps shall be embedded into the riser or conical top section wall a minimum of 3 inches. Steps on the new conical section shall align with the existing manhole riser steps to remain.

New precast reinforced concrete manhole sections will be subject to rejection for failure to conform to any of the specification requirements. In addition, individual sections of manhole risers and tops may be rejected because of any of the following reasons:

- Fracture or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint.
- Defects that indicate imperfect proportioning, mixing, and molding.
- Surface defects indicating honey-combed or open texture.
- Damaged ends, where such damage would prevent making a satisfactory joint.
- Manhole steps out of line, or not properly spaced.
- Noticeable infiltration into manhole.
- Variation in diameter of the manhole section of more than 1% from the nominal diameter.
- Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more regardless of position in the section wall.

The precast reinforced concrete manhole section shall be clearly marked with the name or trademark of the manufacturer and the date of manufacture. This marking shall be indented into the manhole section or shall be painted thereon with waterproof paint. Precast concrete adjusting rings for standard manholes shall have an inside diameter of 26 inches, be not less than 2 inches nor more than 6 inches high, and shall have a wall thickness of 6 inches unless otherwise specified. The rings shall contain a minimum of one No. 2 reinforcing rod centered within the ring. The joints between rings and between rings and castings shall be sealed with preformed flexible joint sealant as specified herein. Total adjustment ring height shall not exceed 10 inches.

Preformed flexible joint sealant shall be EZ Stik, Kent Seal, Ram Nek, or equal, meeting the requirements of ASTM C990.

C Construction

Existing Manhole A-8 shall be reconstructed so that the new casting rim elevation is raised approximately 1.9 feet. The existing sanitary manhole conical section shall be removed and replaced with a taller conical section. Existing concrete adjustment rings shall be removed and replaced with new concrete adjustment rings. The existing manhole casting shall be salvaged and reset to finished grade. Field verify existing manhole conditions and dimensions prior to ordering the new conical section to confirm replacement limits, conical section and adjusting ring heights, and compatibility with the existing manhole riser section. All debris that falls into the manhole as a result of construction shall be removed prior to completion.

D Measurement

The department will measure Reconstruct Existing 4’ Dia Sanitary Sewer Manhole as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Reconstruct Existing 4' Diameter Sanitary Sewer Manhole	EACH

Payment is full compensation for furnishing and installing all materials; for verifying existing manhole conditions and dimensions, removing and disposing of existing conical section and rings; for providing new conical section with steps and new adjusting rings, for salvaging existing casting and covers; for adjusting the salvaged casting to finish grade; for all materials labor, and miscellaneous items necessary to install the new conical section, new adjusting rings, and re-installing the salvaged casting.

18. Underwater Pier Inspection B-13-684, Item SPV.0060.02.

A Description

Provide underwater inspections of the pier foundation(s) according to standard spec 206.3.12 and as hereinafter provided.

B (Vacant)

C Construction

After placement of concrete masonry bridges for the pier and removal of pier forms provide a diver who, under the direction of the engineer, shall report the characteristics and quality of the placed concrete below water level to ensure that the concrete masonry has been properly formed, placed, and backfilled.

Provide a television monitor, camera, and videocassette or digital video recorder, along with two-way audio communications with the diver during the inspection. Record the video and audio on standard videocassette tape or on DVD if digital recording. The videocassette record of the inspection(s) will become the property of the Dane County Highway Commission after the inspection is completed.

Correct any deficiencies in the placed concrete and backfill. Repeat the inspections until all deficiencies are corrected.

D Measurement

The department will measure Underwater Pier Inspection B-13-684 as a unit at the substructure location, acceptably inspected and completed. Multiple underwater inspections at a substructure location, such as a pier, to correct concrete or backfill deficiencies will not receive additional compensation beyond the bid price for the substructure unit.

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	Underwater Pier Inspection B-13-684	EACH

Payment is full compensation for all diving inspections and reporting; and for supplying video and two-way audio communications equipment and video tapes or DVD's.

Payment for correcting deficiencies in the placed concrete will be included at no extra cost to the project under the separate bid item Concrete Masonry Bridges. Payment for correcting deficiencies in the backfill will be included at no extra cost to the project under the separate bid item Excavation for Structures.

19. Mailbox Removal and Temporary Mailboxes, Item SPV.0060.03.

A Description

This special provision describes carefully removing the existing mailboxes on the east side of CTH AB at the end of Alsmo Lane and placing temporary mailboxes on stands with house numbers on the east side of CTH AB north of Fish Camp Road.

B (Vacant)

C Construction

Coordinate with the Town of Dunn and the post office for the proper height and locations of the temporary mailboxes. Construct the temporary stand to prevent being tipped over and to meet federal post office standards. The contractor is responsible for any damage to posts of mailboxes during the removal of existing mailboxes. Provide the mailboxes to the homeowner. The homeowner will be responsible for mailbox and post reinstallation.

D Measurement

The department will measure Mailbox Removal and Temporary Mailboxes as each individual mailbox, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Mailbox Removal and Temporary Mailboxes	EACH

Payment is full compensation for providing all materials; for removing; for installing; for all excavating, backfilling, and properly disposing of surplus material; for removing the temporary mailbox upon project completion; and for cleaning out and restoring the work site.

20. Special Sign Support Mounting System, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing the special sign support mounting system to attach the “Slow No Wake” signs to the bridge pier as shown in the plans to the nose of each east and west end of the concrete pier.

B Materials

Furnish all materials according to standard spec 502, 513, 634, 637 as shown in the plans.

C Construction

Assemble and install special sign support mounting system to nose of bridge pier according to standard spec 634 and 637 as shown in the plans.

D Measurement

The department will measure Special Sign Support Mounting System as each individual structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Special Sign Support Mounting System	EACH

Payment is full compensation for furnishing all materials required to assemble and install the special sign support mounting system,and for attaching signs as shown in the plans, and properly disposing of surplus material.

21. Utility Line Opening (ULO), Item SPV.0060.05.

A Description

This special provision describes performing the necessary excavation to uncover utilities for the purpose of determining elevation and potential conflicts with proposed beam guard or other work, as shown on the plans or as directed by the engineer.

B (Vacant)

C Construction

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

Perform the utility line openings as soon as possible. Notify the utility at least 10 days in advance of performing the opening to allow an opportunity for a representative to be on site. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening is 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.

Obtain prior approval for all utility line openings from the engineer and coordinate all ULOs with the engineer. Notify the utility engineers on 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 ULO's as shown on the plans, since some of the utilities may have been or will be relocated prior to the start of construction.

D Measurement

The department will measure Utility Line Opening (ULO) by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Utility Line Opening (ULO)	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, gutter, and sidewalk removals necessary to facilitate utility line openings shall not be considered part of or paid for under Utility Line Openings, but are considered separate and measured and paid for separately as removal items. Replacement pavement, concrete curb, gutter, and sidewalk items shall also be considered separate from Utility Line Openings and will be measured and paid for separately.

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.[1]

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.

[1] 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.

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 CONTRACT AMOUNT		DAILY CHARGE	
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

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 contractor-caused 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 10^6 (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_{ini}	6	7	8	8
Gyrations for N_{des}	40	75	100	65
Gyrations for N_{max}	60	115	160	160
Air Voids, $\%V_a$ ($\%G_{mm}$ N_{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G_{mm} N_{ini}	<= 91.5[1]	<= 89.0[1]	<= 89.0	___
% G_{mm} N_{max}	<= 98.0	<= 98.0	<= 98.0	___
Dust to Binder Ratio[2] (% passing 0.075/P_{be})	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[4] [5]	65 - 75[3] [5]	65 - 75[3] [5]	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283)[6] [7]				
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

[1] The percent maximum density at initial compaction is only a guideline.

[2] 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.

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

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

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

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

[7] 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 SPECIFIED DIAMETER	MINIMUM REQUIRED OUTSIDE DIAMETER	MINIMUM BASE METAL 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[1]
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^{-1}

[1] 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.

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 s^{-1}

SCHEDULE B TEST	METHOD	VALUE[1]
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^{-1}

SCHEDULE C TEST	METHOD	VALUE[1]
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^{-1}

[1] 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[1]
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^{-1}

[1] 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[1]
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^{-1}

[1] 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[1]
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^{-1}

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

[1] As modified in CMM 8-60.

[2] As modified in CMM 8-70.

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.

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:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8-10
Epoxy	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 1st Tier and DBE Payments During Construction

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9-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.

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

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

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

Proposal ID: 20181113014 Project(s): 5841-00-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	4.000 STA	_____.____	_____.____
0004	201.0205 Grubbing	4.000 STA	_____.____	_____.____
0006	203.0100 Removing Small Pipe Culverts	1.000 EACH	_____.____	_____.____
0008	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 103+50	LS	LUMP SUM	_____.____
0010	204.0165 Removing Guardrail	222.000 LF	_____.____	_____.____
0012	204.0170 Removing Fence	142.000 LF	_____.____	_____.____
0014	205.0100 Excavation Common **P**	634.000 CY	_____.____	_____.____
0016	206.1000 Excavation for Structures Bridges (structure) 01. B-13-684	LS	LUMP SUM	_____.____
0018	210.1500 Backfill Structure Type A	420.000 TON	_____.____	_____.____
0020	213.0100 Finishing Roadway (project) 01. 5841-00-70	1.000 EACH	_____.____	_____.____
0022	305.0110 Base Aggregate Dense 3/4-Inch	70.000 TON	_____.____	_____.____
0024	305.0120 Base Aggregate Dense 1 1/4-Inch	1,090.000 TON	_____.____	_____.____
0026	311.0110 Breaker Run	190.000 TON	_____.____	_____.____
0028	415.0080 Concrete Pavement 8-Inch	40.000 SY	_____.____	_____.____
0030	415.0410 Concrete Pavement Approach Slab	74.000 SY	_____.____	_____.____
0032	455.0605 Tack Coat	60.000 GAL	_____.____	_____.____

Proposal ID: 20181113014 Project(s): 5841-00-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	460.2000 Incentive Density HMA Pavement	200.000 DOL	1.00000	200.00
0036	460.6223 HMA Pavement 3 MT 58-28 S	170.000 TON	_____.____	_____.____
0038	460.6224 HMA Pavement 4 MT 58-28 S	135.000 TON	_____.____	_____.____
0040	502.0100 Concrete Masonry Bridges	306.000 CY	_____.____	_____.____
0042	502.3200 Protective Surface Treatment	610.000 SY	_____.____	_____.____
0044	503.0128 Prestressed Girder Type I 28-Inch	840.000 LF	_____.____	_____.____
0046	505.0400 Bar Steel Reinforcement HS Structures	7,605.000 LB	_____.____	_____.____
0048	505.0600 Bar Steel Reinforcement HS Coated Structures	32,285.000 LB	_____.____	_____.____
0050	506.2605 Bearing Pads Elastomeric Non-Laminated	28.000 EACH	_____.____	_____.____
0052	506.4000 Steel Diaphragms (structure) 01. B-13-684	12.000 EACH	_____.____	_____.____
0054	513.7084 Railing Steel Type NY4 01. B-13-684	312.000 LF	_____.____	_____.____
0056	516.0500 Rubberized Membrane Waterproofing	23.000 SY	_____.____	_____.____
0058	521.1728 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 28x20-Inch 6 to 1	1.000 EACH	_____.____	_____.____
0060	522.2319 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30-Inch	101.000 LF	_____.____	_____.____

Proposal ID: 20181113014 Project(s): 5841-00-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	_____.____	_____.____
0064	550.0500 Pile Points	22.000 EACH	_____.____	_____.____
0066	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	1,110.000 LF	_____.____	_____.____
0068	606.0200 Riprap Medium	3.000 CY	_____.____	_____.____
0070	606.0300 Riprap Heavy	330.000 CY	_____.____	_____.____
0072	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.____	_____.____
0074	612.0406 Pipe Underdrain Wrapped 6-Inch	215.000 LF	_____.____	_____.____
0076	614.2350 MGS Guardrail Short Radius	47.000 LF	_____.____	_____.____
0078	614.2500 MGS Thrie Beam Transition	160.000 LF	_____.____	_____.____
0080	614.2610 MGS Guardrail Terminal EAT	3.000 EACH	_____.____	_____.____
0082	614.2630 MGS Guardrail Short Radius Terminal	1.000 EACH	_____.____	_____.____
0084	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5841-00-70	1.000 EACH	_____.____	_____.____
0086	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0088	624.0100 Water	15.000 MGAL	_____.____	_____.____
0090	625.0500 Salvaged Topsoil **P**	540.000 SY	_____.____	_____.____
0092	627.0200 Mulching **P**	500.000 SY	_____.____	_____.____

Proposal ID: 20181113014 Project(s): 5841-00-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	628.1104 Erosion Bales	50.000 EACH	_____.____	_____.____
0096	628.1504 Silt Fence	750.000 LF	_____.____	_____.____
0098	628.1520 Silt Fence Maintenance	1,500.000 LF	_____.____	_____.____
0100	628.1905 Mobilizations Erosion Control	2.000 EACH	_____.____	_____.____
0102	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	_____.____	_____.____
0104	628.2006 Erosion Mat Urban Class I Type A	50.000 SY	_____.____	_____.____
0106	628.2023 Erosion Mat Class II Type B	400.000 SY	_____.____	_____.____
0108	628.6005 Turbidity Barriers	300.000 SY	_____.____	_____.____
0110	628.7560 Tracking Pads	2.000 EACH	_____.____	_____.____
0112	629.0210 Fertilizer Type B **P**	1.000 CWT	_____.____	_____.____
0114	630.0120 Seeding Mixture No. 20 **P**	25.000 LB	_____.____	_____.____
0116	630.0140 Seeding Mixture No. 40 **P**	5.000 LB	_____.____	_____.____
0118	630.0200 Seeding Temporary **P**	30.000 LB	_____.____	_____.____
0120	631.1100 Sod Erosion Control	50.000 SY	_____.____	_____.____
0122	634.0612 Posts Wood 4x6-Inch X 12-FT	6.000 EACH	_____.____	_____.____
0124	634.0614 Posts Wood 4x6-Inch X 14-FT	5.000 EACH	_____.____	_____.____
0126	634.0618 Posts Wood 4x6-Inch X 18-FT	1.000 EACH	_____.____	_____.____

Proposal ID: 20181113014 Project(s): 5841-00-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0128	637.2210 Signs Type II Reflective H	28.000 SF	_____.____	_____.____
0130	637.2230 Signs Type II Reflective F	18.250 SF	_____.____	_____.____
0132	638.2102 Moving Signs Type II	4.000 EACH	_____.____	_____.____
0134	638.3000 Removing Small Sign Supports	3.000 EACH	_____.____	_____.____
0136	642.5001 Field Office Type B	1.000 EACH	_____.____	_____.____
0138	643.0420 Traffic Control Barricades Type III	518.000 DAY	_____.____	_____.____
0140	643.0705 Traffic Control Warning Lights Type A	370.000 DAY	_____.____	_____.____
0142	643.0900 Traffic Control Signs	6,068.000 DAY	_____.____	_____.____
0144	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0146	645.0111 Geotextile Type DF Schedule A	125.000 SY	_____.____	_____.____
0148	645.0120 Geotextile Type HR	630.000 SY	_____.____	_____.____
0150	645.0130 Geotextile Type R	6.000 SY	_____.____	_____.____
0152	646.1005 Marking Line Paint 4-Inch	1,111.000 LF	_____.____	_____.____
0154	650.4500 Construction Staking Subgrade	394.000 LF	_____.____	_____.____
0156	650.5000 Construction Staking Base	394.000 LF	_____.____	_____.____
0158	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.____	_____.____

Proposal ID: 20181113014 Project(s): 5841-00-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	650.6500 Construction Staking Structure Layout (structure) 01. B-13-684	LS	LUMP SUM	_____.____
0162	650.9910 Construction Staking Supplemental Control (project) 01. 5841-00-70	LS	LUMP SUM	_____.____
0164	650.9920 Construction Staking Slope Stakes	394.000 LF	_____.____	_____.____
0166	690.0150 Sawing Asphalt	195.000 LF	_____.____	_____.____
0168	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0170	715.0502 Incentive Strength Concrete Structures	1,836.000 DOL	1.00000	1,836.00
0172	SPV.0060 Special 01. Reconstruct Existing 4' Diameter Sanitary Sewer Manhole	1.000 EACH	_____.____	_____.____
0174	SPV.0060 Special 02. Underwater Pier Inspection B-13-684	1.000 EACH	_____.____	_____.____
0176	SPV.0060 Special 03. Mailbox Removal and Temporary Mailboxes	10.000 EACH	_____.____	_____.____
0178	SPV.0060 Special 04. Special Sign Support Mounting System	2.000 EACH	_____.____	_____.____
0180	SPV.0060 Special 05. Utility Line Opening (ULO)	1.000 EACH	_____.____	_____.____

Section: 0001 Total: _____.____

Total Bid: _____.____

PLEASE ATTACH SCHEDULE OF ITEMS HERE