HIGHWAY WORK PROPOSAL

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

STATE PROJECT

COUNTY

HIGHWAY

STH 054

Proposal Number:

Wood 6999-03-70 N/A C Wisconsin Rapids, Second Ave So;

FEDERAL

Gaynor Avenue To Sth 13

PROJECT DESCRIPTION

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: \$20,000.00 Payable to: Wisconsin Department of Transportation Bid Submittal Date: December 11, 2018 Time (Local Time): 9:00 am Contract Completion Time 35 Working Days Assigned Disadvantaged Business Enterprise Goal 0%

Attach Proposal Guaranty on back of this PAGE.

Firm Name, Address, City, State, Zip Code

SAMPLE NOT FOR BIDDING PURPOSES

This contract is exempt from federal oversight.

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

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet. Subscribed and sworn to before me this date ____ (Signature, Notary Public, State of Wisconsin) (Bidder Signature) (Print or Type Name, Notary Public, State Wisconsin) (Print or Type Bidder Name) (Date Commission Expires) (Bidder Title)

Notary Seal

For Department Use Only Type of Work:

Asphaltic surface milling, removing pavement, excavation common, base aggregate dense, HMA pavement, concrete driveways, concrete sidewalk, concrete curb & gutter, storm sewer, signing, and pavement marking.

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 theinternet.
 - 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 ExpressTM 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 ExpressTM 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 TM web site.
 - 2. Use Expedite TM software to enter a unit price for every item in the schedule of items.
 - 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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.
 - 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 ExpressTM 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 TM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express Web site to assure that the schedule of items is prepared properly.

(2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM 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 ExpediteTM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROMwith 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 ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

March 2010

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	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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STSP'S Revised June 28, 2018 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 6999-03-70, C Wisconsin Rapids, Second Ave So, Gaynor Avenue to STH 13, STH 54, Wood 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, 2019 Edition, as published by the department, and these special provisions.

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

100-005 (20180628)

2. Scope of Work.

The work under this contract shall consist of removing asphaltic surface milling, excavation common, base aggregate dense, HMA pavement, concrete curb and gutter, concrete sidewalk, lighting, signing, marking, Structure S-71-33, 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.

Do not begin construction prior to 7:00 AM, Monday, June 10, 2019.

Oak Wilt

Do not cut or prune any oak trees from April through September to prevent the spread of the oak wilt disease. The engineer will approve any tree removals.

Staged Construction

The plans provide for suggested construction stages to complete the work. A different construction staging plan may be implemented if approved by the engineer.

Below is a brief description of the stages to complete the work:

- Stage 1 remove the existing pedestrian refuge island and patch the pavement.
- Stage 2 construct the left overhead sign support base near Station 209+50.
- Stage 3 construct the lane widening along the right side of STH 54, complete the proposed pedestrian refuge island, and right overhead sign support base near Station 209+50.
- Stage 4 mill and overlay the asphaltic pavement along the right side of STH 54.
- Stage 5 mill and overlay the asphaltic pavement along the left side of STH 54.
- Stage 6 construct the driveway modifications from Station 222+00 to Station 225+00.
 Complete the installation of the overhead sign structure (S-71-33). Driveway modifications shown in Stage 6 may be completed in conjunction with any other stage except Stage 7.
 Complete all work shown in Stage 6 within the same calendar week as it was started.

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Stage 7 – complete the marking modifications from Station 220+00 to Station 223+72. Marking
modifications can be completed in conjunction with any stage except Stage 6. Complete all
work shown in Stage 7 within the same calendar week as it was started.

4. Traffic.

General

Maintain two-way traffic on STH 54 at all times during construction operations under this contract. Maintain traffic with a 12-foot travel lane in each direction. Complete construction on STH 54 under traffic using lane closures and flagging operations.

Traffic may be reduced to one 12-foot lane during working hours with flagging operations.

During non-working hours, reopen STH 54 to two travel lanes and ensure hazardous areas are properly delineated with traffic control drums or other approved methods. Do not leave any drop offs at the edge of traveled way greater than 2-inches adjacent to live traffic lanes. Maintain a minimum of a 3:1 gravel slope adjacent to the edge of traveled way when drop offs at the edge of traveled way exceed 2-inches.

Do not allow the exposed milled surface to remain open to traffic for a period greater than 48 hours.

Manage traffic in each stage as follows:

- Stage 1 close the median area at the existing pedestrian refuge island (Station 207+00); maintain one traffic lane in each direction during non-working hours and flag traffic to a single lane condition during working hours as required to complete the work.
- Stage 2 close the outside westbound through lane; maintain one traffic lane in each direction.
- Stage 3 shift two traffic lanes of traffic to the left side of STH 54; maintain one traffic lane in each direction during non-working hours and flag traffic to a single lane condition during working hours as required to complete the work. Close Woodbine Street at the intersection with STH 54.
- Stage 4 shift traffic to the left side of STH 54; maintain one traffic lane in each direction during non-working hours and flag traffic to a single lane condition during working hours as required to complete the work. Close Woodbine Street at the intersection with STH 54.
- Stage 5 shift traffic to the right side of STH 54; maintain one traffic lane in each direction during non-working hours and flag traffic to a single lane condition during working hours as required to complete the work. Close Woodbine Street at the intersection with STH 54.
- Stage 6 close the outside lane on westbound STH 54 and the northbound STH 13 to westbound STH 54 outside left turn lane; maintain one lane of traffic in each direction on STH 54 and maintain all traffic on STH 13 except for the permitted left turn lane closure. Remove the lane closure of the northbound to westbound turn lane on STH 13 by 3:00 PM daily and do not replace until 7:00 AM. Complete the installation of the overhead sign structure (S-71-33) using a rolling closure.
- Stage 7 close the inside lane on westbound STH 54 and the northbound STH 13 to westbound STH 54 inside left turn lane; maintain one lane of traffic in each direction on STH 54 and maintain all traffic on STH 13 except for the permitted left turn lane closure, flag traffic to a single lane condition during working hours to complete the marking modifications located on the outside of the eastbound STH 54 travel lane. Remove the lane closure of the northbound to westbound turn lane on STH 13 by 3:00 PM daily and do not replace until 7:00 AM.

Rolling Closure for S-71-33 Installation

For erecting the overhead sign support S-71-33 and mounted signs, STH 54 may be closed for periods not exceeding 20 minutes between the hours of 10:00 PM to the following morning at 5:00 AM, Sunday, Monday, Tuesday, Wednesday, or Thursday night for up to two consecutive nights.

Clear all vehicle backups from the project area prior to setting up the next road closure during the above timeframe. The department has coordinated with the City of Wisconsin Rapids Police Department to assist with traffic control operations by setting up rolling roadblocks for these closures. Notify the police department one week prior to the anticipated overhead sign installation.

Side Roads

Maintain full access to and from STH 54 at all side roads with the use of flag persons to control traffic as required during work operations within and at the intersections during Stage 1, Stage 2, and Stage 6.

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Close the Woodbine Street intersection at STH 54 during Stage 3, Stage 4, and Stage 5.

No left turns are permitted from STH 54 onto Park Avenue or from Park Avenue onto STH 54 during Stage 7. Maintain full access to the Park Avenue intersection during all other traffic control stages.

Driveways

Maintain access to all private and commercial entrances on a minimum of a base aggregate surface at all times except when concrete is being placed. Notify the property owners of the anticipated construction schedule of any driveways at least seven calendar days prior to reconstruction of driveways. Coordinate daily access with property owners and businesses.

Close and reconstruct the concrete driveway at Station 203+90 RT beginning after 5:00 PM on Friday and reopen by 6:00 AM the following Monday.

Use high early strength concrete for the driveways and curb and gutter as provided for in the contract.

Pedestrian Access

Stage construction to allow maintenance of pedestrian traffic along STH 54 or through the adjacent park at all times. Follow the pedestrian staging shown in the plans unless otherwise approved by the engineer.

Local and Emergency Access

Maintain local and emergency traffic along STH 54 at all times.

Portable Changeable Message Signs - Construction Start

Post PCMS seven calendar days prior to the start of the construction at the locations shown in the plan.

Portable Changeable Message Signs – Rolling Closure for S-71-33 Installation

Post PCMS during the rolling closure for the installation of the overhead sign support S-71-33.

Wisconsin Lane Closure System Advance Notification

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

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 54 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Wednesday, July 3, 2019 to 7:00 AM Friday, July 5, 2019 for Independence Day;
- From noon Friday, August 30, 2019 to 7:00 AM Tuesday, September 3, 2019 for Labor Day. stp-107-005 (20050502)

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6. Utilities.

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

stp-107-066 (20080501)

There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. Copies may be requested from the department.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility owner not less than three working days before the site will be ready for the utility owner to begin its work.

Charter Communications (Communications) has relocated their facilities prior to construction; no conflicts are anticipated.

Charter Communications has other communications facilities located outside of the proposed construction areas and no conflicts are anticipated.

City of Wisconsin Rapids Water Works and Light (Electric) has underground electric facilities and light poles located along the right side of STH 54 throughout the project limits. Underground electric facilities are located between Station 203+25 LT and Station 205+00 LT. The City of Wisconsin Rapids also has overhead electric facilities located between Station 205+00 LT and Station 209+65 LT with a guy pole and guy wire located at Station 206+82 RT.

During construction, five light poles between Station 201+30 RT to Station 212+15 RT will be relocated as part of the contract. Complete any necessary coordination for disconnection and reconnection of electric service to the lighting system according to the article for Remove and Reinstall Street Light Assembly.

Prior to November 1, 2017, the City of Wisconsin Rapids Water Works and Light plans to relocate the overhead electric facility to an underground electric facility between Station 205+00 LT and Station 209+65 LT and remove the guy pole at Station 206+82 RT.

The City of Wisconsin Rapids Water Works and Light has other electric facilities located outside of the proposed construction areas and no conflicts are anticipated.

City of Wisconsin Rapids (Sanitary Sewer) has underground sanitary sewer facilities located within the roadway throughout the project limits.

The sanitary sewer manholes will be adjusted or reconstructed during the project under the pertinent items provided in the contract. The City of Wisconsin Rapids will provide any required HDPE and steel adjusting rings required to make final adjustments of all sanitary sewer manholes.

The City of Wisconsin Rapids has other sanitary sewer facilities located outside of the proposed construction areas and no conflicts are anticipated.

City of Wisconsin Rapids Water Works and Light (Water) has underground water main facilities and water valves located within the roadway throughout the project limits.

The water valves will be adjusted during the project under pertinent items provided in the contract.

Prior to April 1, 2018, the City of Wisconsin Rapids Water Works and Light plans to relocate the hydrant at Station 207+50 RT.

The City of Wisconsin Rapids Water Works and Light has other water facilities located outside of the proposed construction areas and no conflicts are anticipated.

Solarus (Communications) has underground communication facilities located along the right side of the STH 54 throughout the project limits and between Station 203+25 LT and Station 205+00 LT. Solarus also has overhead communication facilities that are underbuilt on the overhead electric facilities owned by City of Wisconsin Rapids Water Works and Light between Station 205+00 LT and Station 209+65 LT.

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Prior to November 1, 2017, Solarus plans to complete the following relocations on their underground fiber optic cable facilities:

- Lower fiber optic cable from Station 202+75 RT to Station 209+75 RT (outside line).
- Lower fiber optic cable from Station 205+00 RT to Station 207+00 RT (inside line).
- Shift the fiber optic cable at Station 209+50 RT to accommodate 36 inches of clearance to the new sign bridge base.

During construction, Solarus plans to lower the underground fiber optic cable (outside line) from Station 203+50 to Station 204+50 RT after the driveway pavements have been removed. Notify Solarus at least four calendar days prior to needing the facilities relocated in additional to the advanced notice provided for in this article. Solarus anticipates the relocations will take one working day.

Prior to November 1, 2017, Solarus plans to remove the overhead communication facility from Station 206+25 LT to Station 209+50 LT joint with City of Wisconsin Rapids Water Works and Light.

Solarus has other communications facilities located outside of the proposed construction areas and no conflicts are anticipated.

We Energies (Gas) has underground gas facilities along the left side of STH 54 with service crossings throughout the project limits.

Prior to January 1, 2018, We Energies plans to replace the existing gas main and service lines from approximately Station 203+50 to Station 206+70, LT and RT and replace the service lines at approximately Station 201+60 LT/RT, 202+00 LT, and 207+90 LT.

We Energies has other gas facilities located outside of the proposed construction areas and no conflicts are anticipated.

7. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

Both the department and City of Wisconsin Rapids personnel will inspect construction of the work required for reconstructing sanitary sewer manholes, sanitary sewer manhole adjustments, and water valve adjustments under this contract. However, acceptance of the reconstructing sanitary sewer manholes, sanitary sewer manhole adjustments and water valve adjustments will be by the City of Wisconsin Rapids.

8. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Sanitary Sewer items

stp-105-002 (20130615)

9. Erosion Control.

Add the following to standard spec 107.20:

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, erosion mat, mulch, and any other permanent erosion control measures required, within seven calendar days after the placement of topsoil.

ncr-107-050 (20141015)

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10. 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 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer or as allowed during installation of Structure S-71-33.

11. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least two weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

12. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following sites:

1. Station 200+00 to Station 201+10 from 125-feet LT to 50-feet RT.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Wendy Arneson, WisDOT Project Manager, 1681 2nd Avenue South, Wisconsin Rapids, WI 54495, (715) 421-7391.

stp-107-100 (20050901)

13. Property Marks – Protecting and Restoring.

Replace standard spec107.11.3 (1) with the following:

Protect and carefully preserve all known property and survey marks, land monuments, and right-of-way monuments and marker posts. Notify the engineer of the nature and location of these monuments and markers. Do not disturb or destroy monuments or markers until the engineer has arranged for their referencing or perpetuation.

Reset or replace, to the required standard, any property and survey marks, land monuments, and right-of-way monuments and marker posts that fall outside the construction limits that are shifted, lost or damaged by the contractor during construction operations, as determined by the engineer. If the contractor fails to restore the disturbed monuments or markers within a reasonable time, the department may, upon 48 hours written notice, restore the disturbed monuments or markers. The department will deduct restoration costs from payments due the contractor under the contract.

ncr-107-010 (20110531)

14. Protecting Concrete.

Add the following to standard spec 415.3.14:

Provide a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and

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continuously patrol the newly placed concrete, and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), necessary equipment, and materials shall be considered incidental to the contract unit price for each concrete item.

ncr-415-005 (20141015)

15. Manholes, Inlets and Catch Basins.

Construct manholes, inlets and catch basins according to standard spec 611 except as hereinafter modified:

Construct manholes, inlets and catch basins using only pre-cast or cast in place concrete masonry options. The brick masonry or concrete brick or block masonry options shall not be used.

Tuck point all inlet and outlet pipes using concrete conforming to standard spec 501. Mortar shall not be used for tuck pointing.

Mastic used to secure adjoining sections of storm sewer structures and riser/adjustment rings shall be installed according to plan details. Mastic strips shall be of sufficient width to provide uniform coverage over the entire abutting surfaces of the adjoining structures when fully loaded with overlying plan materials. Ensure abutting surfaces are free of loose material and moisture prior to applying mastic.

Use mortar in lieu of mastic when installing riser/adjustment rings on structures located in slopes exceeding 10 horizontal to 1 vertical.

16. Water.

Provide the necessary environmental protection against aquatic exotic species control and pathogens if water source(s) is/are from surface waters of the state.

ncr-624-005 (20151215)

17. Sod Water, Item 631.0300.

Replace standard spec 631.3.5(1) with the following:

Under the Sod Water bid item, furnish and apply water to sodded or seeded areas.

Moisten sodded or seeded areas thoroughly after staking and cleanup.

Keep all sodded or seeded areas thoroughly moist by applying a minimum of 1 inch of water per week, minus applicable rainfall, for a minimum of 30 consecutive days. Do not leave un-watered for more than three days unless rainfall is sufficient and the engineer determines it does not require watering. Apply water in a manner to preclude washing or erosion.

ncr-631-005 (20151215)

18. Traffic Control.

Add the following to standard spec 643.3.1:

Lighting devices shall be covered or rendered inoperative when not in use.

Provide the engineer, City Police Department(s), County Sheriff's Department, and the State Patrol District Headquarters responsible for that county the current telephone number(s) the contractor or their representative can be contacted at, at all times, in the event a safety hazard develops. Repair, replace, or restore the damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

Do not park or store equipment, vehicles, or construction materials within 10 feet of the edge of the traffic lane of any roadway during non-working hours.

Utilize two-way radios, and/or additional flag persons, within lane closure areas and at public road intersections, in order to positively direct, control, and safeguard traffic through the work zone.

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An additional flag person is required at all moving construction operations involving milling, paving, and shouldering. The additional flag person is required to be located at the area of the moving operation to guide traffic around the equipment and personnel working at the moving operation.

Promptly replace all state-owned signs that are removed by the contractor due to interference with construction operations. At no time may stop signs be removed or moved without flag persons present. ncr-643-005 (20160406)

19. Temporary Portable Rumble Strips, Item 643.0310.S.

A Description

This special provision describes providing, relocating, maintaining, and removing temporary portable rumble strips.

B Materials

Furnish RoadQuake2 or Roadquake2F temporary portable rumble strips, by Plastic Safety Systems. Do not use alternate products or methods without preapproval by the Bureau of Traffic Operations.

C Construction

C.1 Placement

Provide rumble strips where the plans show or the engineer directs as follows:

- 1. Before placing rumble strips, clean the roadway of sand and other materials that may cause slippage.
- 2. Place one end of the rumble strips 6 inches from the roadway centerline. Extend the strips perpendicular to the direction of travel. Ensure strips lay flat on the roadway surface.
- Only one series of rumble strips, placed before the first work zone, is required per direction of travel for multiple work zones spaced 1 mile or less apart. Work zones spaced greater than 1 mile apart require a separate series of rumble strips.

C.2 Maintenance

Maintain rumble strips as follows:

- 1. If rumble strips slide, become out of alignment, or are no longer in the wheel path of approaching vehicles during the work period, thoroughly clean both sides of the rumble strips and reset on a clean roadway.
- 2. Repair or replace damaged rumble strips immediately.

D Measurement

The department will measure temporary portable rumble strips as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT643.0310.STemporary Portable Rumble StripsLS

Payment is full compensation for providing, relocating, maintaining or replacing, and removing temporary portable rumble strips.

stp-643-020 (20161130)

20. Adjusting Water Valve Boxes, Item SPV.0060.01.

A Description

This special provision describes locating, exposing, and protecting existing water valve boxes after the pavement is removed, furnishing and installing water valve box extensions if necessary; and adjusting the water valve boxes to the finished elevation required.

B (Vacant)

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C Construction

Furnish and install water valve box extensions to the existing water valve boxes if necessary. Protect the water valve boxes during construction. Clean out the water valve boxes as necessary to assure the valve wrench will fit completely over the valve bolt. Adjust the valve boxes to the required finished elevation.

D Measurement

The department will measure Adjusting Water Valve Boxes by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Adjusting Water Valve BoxesEACH

Payment is full compensation for locating, exposing, and protecting water valve boxes; furnishing and installing water valve box extensions if necessary; exclusive of water valve boxes; cleaning out the water valve boxes, adjusting water valve boxes to the finished elevation. Replace water valve boxes, which are damaged by the contractor's operations, in kind, at the contractor's expense.

(NCR 611.03-05202013)

21. Adjusting Sanitary Manhole Cover, Item SPV.0060.02.

A Description

This special provision describes adjusting sanitary manhole covers according to the plans, standard spec 611, and as herein provided.

B Materials

Furnish materials conforming to standard spec 611.2 and as herein provided.

Reuse the existing manhole frame and cover. If the frame or cover are damaged due to contractor operations, provide a new frame and cover matching the same dimensions as the existing frame and cover and approved by the City of Wisconsin Rapids.

The City of Wisconsin Rapids will provide any HDPE and steel adjusting rings as required.

C Construction

Complete adjustments of the existing cover to the finished grade according to standard spec 611.3, the plan, and in conformance with the Standard Specifications for Sewer and Water Construction in Wisconsin – Latest Edition.

HDPE adjusting rings shall be in a flat and/or tapered configuration of a size to closely match the inside and outside dimensions of circular or rectangular structures. Install two 2-inch adjustment rings. Taper HDPE adjustment rings match the cross slope and profile of the roadway.

D Measurement

The department will measure Adjusting Sanitary Manhole Cover 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 NUMBERDESCRIPTIONUNITSPV.0060.02Adjusting Sanitary Manhole CoverEACH

Payment for Adjusting Sanitary Manhole Cover is full compensation for providing required materials, exclusive of frames, grates, or lids available and designated for adjusting; and for removing, reinstalling and adjusting the covers; and for installing adjustment rings provided by others. Replace covers rendered unusable by the contractor's operations, at no expense to the department.

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22. Reconstructing Sanitary Manhole, Item SPV.0060.03.

A Description

This special provision describes reconstructing sanitary manholes according to the plans, standard spec 611, and as herein provided.

B Materials

Furnish materials conforming to standard spec 611.2 and herein provided.

Reuse the existing manhole frame and cover. If the frame or cover are damaged due to contractor operations, provide a new frame and cover matching the same dimensions as the existing frame and cover and approved by the City of Wisconsin Rapids.

The City of Wisconsin Rapids will provide any HDPE and steel adjusting rings as required.

C Construction

Complete manhole reconstruction and replace the existing cover according to standard spec 611.3, the plan, and in conformance with the Standard Specifications for Sewer and Water Construction in Wisconsin – Latest Edition.

HDPE adjusting rings shall be in a flat and/or tapered configuration of a size to closely match the inside and outside dimensions of circular or rectangular structures. Install two 2-inch adjustment rings. Taper HDPE adjustment rings match the cross slope and profile of the roadway.

D Measurement

The department will measure Reconstructing Sanitary 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.0060.03 Reconstructing Sanitary Manhole EACH

Payment is full compensation for removal of existing manhole cone section, frame, and cover; for furnishing and installing additional precast or cast-in-place concrete manhole sections and steps; for furnishing all excavation and backfill; for installing salvaged frame and cover; for installing adjustment rings provided by others; and for disposal of surplus material. Replace covers rendered unusable by the contractor's operations, at no expense to the department.

23. Remove and Reinstall Street Light Assembly, Item SPV.0060.04.

A Description

This special provision describes removing and reinstalling street lighting units, and for providing a temporary lighting connection for the project as shown in the plans and as hereinafter provided.

B Materials

Reinstall the complete lighting unit using all street lighting materials salvaged from the project except for the pole wiring. The salvaged complete lighting unit includes a direct bury pole, mast arm, luminaire, and hardware. Any new or additional hardware required shall be incidental to this bid item.

Any material or hardware required for a temporary lighting connection shall be incidental to this bid item.

C Construction

Wisconsin Rapids Water Works and Lighting Commission (WW & LC) will disconnect and remove the complete lighting unit from the locations shown in the plans and/or as designated by the engineer.

WW & LC will stockpile and store the complete lighting unit at their Wisconsin Rapids yard. Facilitate removal with WW & LC and place any equipment on blocks so as not to be in direct contact with the ground. Removed lighting units will be stored and protected from damage until ready for reinstallation. Notify WW &LC at the preconstruction meeting for the schedule of removal. For reinstallation, contact Todd Weiler at (715) 422-9013 at WW & LC to coordinate street lighting unit drop-off 14 calendar days prior to reinstalling the street lights.

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Remove any street signs or other items from the street light poles prior to removal by WW & LC.

Reinstall the complete lighting unit in locations shown on the plans or as directed by the engineer. Reinstall street lights according to standard spec 657 and standard spec 659.

Maintain upstream street lighting by temporarily splicing conductors at the locations where street lights are removed. Provide a watertight splice, with sufficient rigidity to withstand adjacent construction activities. Provide multiple splices as needed throughout construction to maintain lighting.

Discontinue temporary splices and existing conductors within the construction limits upon installation and activation of proposed lighting infrastructure. Temporary splicing is considered incidental to this bid item.

D Measurement

The department will measure Remove and Reinstall Street Light Assembly as each individual lighting unit, acceptably reinstalled.

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 Remove and Reinstall Street Light Assembly EACH

Payment is full compensation for coordination for removal of all existing lighting unit components and for reinstalling the pole, mast arm, and luminaire; and for installation, maintenance, and disconnection of all temporary lighting connections; and for disposal of all excess materials.

New wiring in the poles will be paid for under the pertinent item included in the contract.

24. Research and Locate Existing Land Parcel Monuments, Item SPV.0060.05.

A Description

This special provision describes researching and locating existing land parcel or boundary monuments located in permanent easements, temporary easements, or construction permit areas, which may be lost or disturbed by construction operations.

This provision does not relinquish the contractor's responsibility of standard spec 107.11.

B (Vacant)

C Construction

Perform work by, or under the direction of, a professional land surveyor licensed in the State of Wisconsin.

Prior to construction, research, locate and document monuments located in permanent easements, temporary easements and construction permit areas. Establish coordinate ties to the monuments accurate to current minimum state survey standards.

Prepare a monument location map showing the type of monuments found and their coordinates. The transportation project plat (TPP) is acceptable as a base map for the monument location map. Provide a copy of the monument location map to the engineer and region right-of-way plat coordinator.

Verify and reset monument locations after construction is complete under the item titled Verify and Replace Existing Land Parcel Monuments.

D Measurement

The department will measure Research and Locate Existing Land Parcel Monuments as each individual monument, 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 Research and Locate Existing Land Parcel Monuments EACH

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Payment is full compensation for all research, field survey, locating, and data recording necessary to locate and establish coordinates for existing monuments within the construction limits prior to construction; furnishing a professional land surveyor; preparing, annotating and delivering the monument location map.

ncr-621-015 (20170404)

25. Verify and Replace Existing Land Parcel Monuments, Item SPV.0060.06.

A Description

This special provision describes verifying the final location of, and replacing existing land parcel or boundary monuments, previously located under the item Research and Locate Existing Land Parcel Monuments, that are lost or disturbed by construction operations.

This provision does not relinquish the contractor's responsibility of standard spec 107.11.

B Materials

Provide minimum sized replacement monuments as follows:

- Locations outside of pavement areas:
 - 1-inch inside diameter by 24 inch long iron pipe
 - 3/4-inch diameter by 24 inch long rod or rebar
- Locations in asphalt pavement areas:
 - Survey spike
 - Mag nail
- Locations in concrete pavement areas:
 - Drilled hole
 - Chiseled mark

C Construction

Perform work by, or under the direction of, a professional land surveyor licensed in the State of Wisconsin.

After construction is completed, verify the location of all monuments previously located with the item Research and Locate Existing Land Parcel Monuments. Replace any monuments that were disturbed or destroyed to current minimum state survey standards.

Prepare a monument location map showing the type of monuments originally found, the type of replacement monuments used to replace the disturbed or destroyed monuments, and monument coordinates. The transportation project plat (TPP) is acceptable as a base map for the monument location map. Create the location map with a PDF editing tool such as Adobe or Bluebeam. The monument location map shall explicitly state that the replaced monuments are not being certified as actual land parcel or boundary monuments, only that evidence of monuments were found and replaced. Attach a cover letter to the location map that contains a brief synopsis of the work completed. The cover letter shall be signed, stamped, and dated by a professional land surveyor. Provide a copy of the monument location map and cover letter to the engineer, the county surveyor, and the region plat coordinator.

D Measurement

The department will measure Verify and Replace Existing Land Parcel Monuments as each individual monument, 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.0060.06
 Verify and Replace Existing Land Parcel Monuments
 EACH

Payment is full compensation for all survey work necessary to verify the location of all monuments previously located under the item Research and Locate Existing Land Parcel Monuments; replacing monuments that were disturbed or destroyed from their original location; furnishing monuments or other necessary tools; furnishing a professional land surveyor; preparing, annotating and delivering the monument location map and cover letter.

ncr-621-020 (20170404)

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26. Concrete Curb and Gutter HES 30-Inch Type D Item SPV.0090.01.

A Description

This special provision describes constructing concrete curb and concrete curb and gutter according to the requirements of standard spec 601.

B Materials.

Provide concrete that conforms to the requirements for high early strength concrete according to standard spec 501.

C (Vacant)

D Measurement

The department will measure Concrete Curb & Gutter HES 30-Inch Type D in length by the linear foot, acceptably completed, according to standard spec 601.4.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.01
 Concrete Curb and Gutter HES 30-Inch Type D
 LF

Payment will be made according to standard spec 601.5.

ncr-601-010 (10152014)

27. Salvage and Replace Brick Pavers, Item SPV.0165.01.

A Description

This special provision describes removing, salvaging, stockpiling, and reinstalling existing paver bricks at the locations shown on the plans and as hereinafter provided.

B Materials

Reuse the existing brick pavers salvaged from the project to complete gaps adjacent to the locations of sign replacements. Furnish sand bedding for re-setting the brick pavers as approved by the engineer.

C Construction

Remove, salvage, stockpile, and reinstall existing brick pavers in a manner that prevents damaging the brick pavers.

If the contractor damages existing brick pavers through its own operations, replace them with new brick pavers of similar dimension, color and appearance at no expense to the department.

Prior to relaying the brick pavers, compact and level a bed of sand to a minimum depth of 6-inches. Relay the brick pavers in a pattern to match the pattern of the existing brick pavers. Do not exceed brick jointing of 1/8-inch.

Cut the stones around the sign posts as needed to provide a sign post box out.

Vibrate the relayed bricks to the final level with a vibrating plate compactor. Brush sand over the surface and vibrate into the joints with additional passes of the plate vibrator so as to completely fill the joints.

Remove, salvage, and stockpile any unused brick pavers on pallets according to the article for Salvage Brick Pavers.

D Measurement

The department will measure Salvage and Replace Brick Pavers by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.01 Salvage and Replace Brick Pavers SF

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Payment is full compensation for removing, stockpiling, and relaying the brick pavers; for providing leveling and jointing sand; for preparing of the foundation and laying sand bed; and for cutting brick pavers, if necessary.

28. Salvage Brick Pavers, Item SPV.0165.02.

A Description

This special provision describes removing, salvaging, and stockpiling existing paver bricks located in median island area as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Remove, salvage, and stockpile the brick pavers on pallets in a manner that prevents damaging the brick pavers for pick up by the City of Wisconsin Rapids. Contact Joe Eichsteadt, City Engineer, to coordinate pick up of the above materials at (715) 421-8251.

D Measurement

The department will measure Salvage Brick Pavers by the square foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.02Salvage Brick PaversSF

Payment is full compensation for removing and stockpiling unused existing brick pavers including the pallets and banding, wrapping or other means to secure the brick pavers for pickup by the City of Wisconsin Rapids.

29. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.01.

A Description

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or placing sod.

B (Vacant)

C Construction

Prepare and finish the subgrade so that rocks, concrete debris, or wood larger than 3 inches in diameter are not present within 1 foot of the finished surface of the topsoil.

Remove or break down all clods and lumps in the topsoil by using harrows or discs, screening, or other appropriate methods to provide a uniformly textured soil, in which 100 percent of the topsoil passes a one-inch sieve and at least 90 percent passes a No. 10 sieve.

Remove rocks, twigs, clods, and other foreign material that will not break down, and dress the entire surface to present a uniform appearance.

Shape the topsoil so that the horizontal or sloped surface between any two points 10 feet apart does not vary by more than 1 inch. Roll with a turf type roller to a uniform minimum compacted depth of 4 inches.

Shape and compact the topsoil adjacent to pavements, sidewalks, and curbs to 1 inch below the top of the abutting surface. Before seeding, correct locations that vary by more than ¼-inch.

D Measurement

The department will measure Preparing Topsoil for Lawn Type Turf, acceptably completed in area by the square yard.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0180.01
 Preparing Topsoil for Lawn Type Turf
 SY

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Payment is full compensation for preparing the subgrade and topsoil bed for sod or seed as described above.

ncr-625-005 (20150430)

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November 2013 ASP-4

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

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

Make the following revisions to the standard specifications:

107.17.1 General

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

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

305.2.1 General

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

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

420.3.2.1 General

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

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

420.3.2.2 Continuous Grinding

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

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

450.3.2.8 Jointing

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

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

steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.

455.2.4.3 Emulsified Asphalts

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

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

460.2.8.3.1.4 Department Verification Testing Requirements

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

(3) The department will perform testing conforming to the following standards:

Bulk specific gravity (G_{mb}) of the compacted mixture according to AASHTO T166.

Maximum specific gravity (G_{mm}) according to AASHTO T209.

Air voids (Va) by calculation according to AASHTO T269.

VMA by calculation according to AASHTO R35.

Asphalt content by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164, or Asphalt Analyzer™ according to manufacturer recommendations.

460.2.8.3.1.6 Acceptable Verification Parameters

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

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

460.2.8.3.1.7 Dispute Resolution

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

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

460.5.2.1 General

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

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

PAYMENT FOR MIXTURE[1][2][3]

	PRODUCED WITHIN	PRODUCED OUTSIDE
ITEM	WARNING BANDS	JMF LIMITS
Gradation	90%	75%
Asphalt Content ^[4]		
Air Voids	70%	50%
\/N/ A	90%	75%

- [1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.
- Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution in accordance with 460.2.8.3.1.7, the department will apply the single pay adjustment resulting in the lowest percent pay.
- [3] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.
- [4] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to 460.2.8.2.1.7.
- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
 - Va greater than 5.0 or less than 1.5.
 - VMA more than 1.0 below the minimum allowed in table 460-1.
 - AC more than 0.5 % below the JMF target.

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

506.3.2 Shop Drawings

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

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

650.3.1 General

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

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

650.3.1.1 Staking

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

650.3.1.2 Automated Machine Guidance

650.3.1.2.1 General

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

650.3.1.2.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least 5 business days before the preconstruction conference. In that plan discuss how AMG technology will be integrated into other technologies employed on the project. List the staking bid items that will have work performed using AMG and, for each bid item listed, include the following:
 - 1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
 - 2. Designate a single staff person as the primary contact for AMG technology issues.
 - 3. List and map the primary and secondary control points required under 105.6.2 enveloping the site.
 - 4. Describe the contractor's quality control procedures. Include the frequency and type of checks performed to ensure that the work conforms to the contract plans.
- (2) The engineer will review the plan to determine if it conforms to the contract. Do not perform AMG work until the engineer approves the governing portion of the AMG workplan. Perform the work as the contractor's AMG work plan provides. Update the plan as necessary.

650.3.1.2.3 Geometric and Surface Information

650.3.1.2.3.1 Department Responsibilities

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

650.3.1.2.3.2 Contractor Responsibilities

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

650.3.1.2.4 Managing and Updating Information

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

650.3.1.2.5 Construction Checks

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

650.3.1.2.6 Construction Tolerances

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

650.3.3 Subgrade

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

650.3.3 Subgrade Staking

(1) Set construction stakes or marks at intervals of 100 feet, or more frequently, for rural sections and at intervals of 50 feet, or more frequently, for urban sections. Include additional stakes at each cross-section as necessary to match the plan cross-section, achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

Errata

520.3.3 Laying Pipe

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

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

608.3.3 Laying Pipe

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

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

ADDITIONAL SPECIAL PROVISION 7

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

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

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

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

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

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Proposal ID: 20181211023 **Project(s):** 6999-03-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	218.000 ID		
0004	201.0220 Grubbing	218.000 ID	<u> </u>	
0006	204.0100 Removing Pavement	115.000 SY	·	
8000	204.0115 Removing Asphaltic Surface Butt Joints	28.000 SY		·
0010	204.0120 Removing Asphaltic Surface Milling	4,250.000 SY		
0012	204.0130 Removing Curb	12.000 LF		
0014	204.0150 Removing Curb & Gutter	1,200.000 LF		<u> </u>
0016	204.0155 Removing Concrete Sidewalk	215.000 SY		<u> </u>
0018	204.0215 Removing Catch Basins	3.000 EACH		<u> </u>
0020	204.0245 Removing Storm Sewer (size) 01. 12-Inch	15.000 LF	·	
0022	205.0100 Excavation Common	1,333.000 CY		
0024	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 6999-03-70	LS	LUMP SUM	
0026	213.0100 Finishing Roadway (project) 01. 6999- 03-70	1.000 EACH		·
0028	305.0110 Base Aggregate Dense 3/4-Inch	10.000 TON		
0030	305.0120 Base Aggregate Dense 1 1/4-Inch	1,265.000 TON		
0032	416.0260 Concrete Driveway HES 6-Inch	95.000 SY		







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Proposal ID: 20181211023 **Project(s):** 6999-03-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

0034 416.0610 60.000 Drilled Tie Bars EACH 0036 455.0605 350.000 Tack Coat GAL 0038 460.2000 660.000 Incentive Density HMA Pavement DOL 1.00000 660.0 0040 460.6223 240.000 HMA Pavement 3 MT 58-28 S TON	Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
Tack Coat GAL 0038 460.2000 660.000 Incentive Density HMA Pavement DOL 1.00000 660.00 0040 460.6223 240.000 HMA Pavement 3 MT 58-28 S TON	0034				
Incentive Density HMA Pavement	0036			·	
HMA Pavement 3 MT 58-28 S	0038			1.00000	660.00
HMA Pavement 4 MT 58-28 H	0040				.
Asphaltic Surface Patching TON	0042				
Asphaltic Surface Driveways and Field Entrances 0048 520.8000 3.000 Concrete Collars for Pipe EACH 0050 601.0110 12.000 Concrete Curb Type D LF 0052 601.0407 90.000 Concrete Curb & Gutter 18-Inch Type D LF 0054 601.0409 85.000 Concrete Curb & Gutter 30-Inch Type A LF 0056 601.0411 880.000 Concrete Curb & Gutter 30-Inch Type D LF 0058 602.0405 3,300.000 Concrete Sidewalk 4-Inch SF 0060 602.0415 125.000 Concrete Sidewalk 6-Inch SF 0062 602.0505 84.000 Curb Ramp Detectable Warning Field Yellow 0064 608.0412 53.000 Storm Sewer Pipe Reinforced Concrete LF	0044				
Concrete Collars for Pipe	0046	Asphaltic Surface Driveways and Field			·
Concrete Curb Type D Concrete Curb & Gutter 18-Inch Type D 054 601.0409 Concrete Curb & Gutter 30-Inch Type A 056 601.0411 Concrete Curb & Gutter 30-Inch Type D LF 0058 602.0405 Concrete Sidewalk 4-Inch 060 602.0415 Concrete Sidewalk 6-Inch 061 062 062 063 064 064 068.0412 Storm Sewer Pipe Reinforced Concrete South Type D LF 070 90.000 85.000 LF 125.000 SF 125.000 Curb Ramp Detectable Warning Field Yellow 125.000 SF 125.000 SF 125.000 SF 125.000 SF 125.000 Curb Ramp Detectable Warning Field Yellow	0048				
Concrete Curb & Gutter 18-Inch Type D LF 0054 601.0409 Concrete Curb & Gutter 30-Inch Type A LF 0056 601.0411 880.000 Concrete Curb & Gutter 30-Inch Type D LF 0058 602.0405 Concrete Sidewalk 4-Inch SF 0060 602.0415 Concrete Sidewalk 6-Inch SF 0062 602.0505 Curb Ramp Detectable Warning Field Yellow 0064 608.0412 Storm Sewer Pipe Reinforced Concrete LF	0050				
Concrete Curb & Gutter 30-Inch Type A 0056 601.0411 880.000 Concrete Curb & Gutter 30-Inch Type D LF 0058 602.0405 3,300.000 Concrete Sidewalk 4-Inch SF 0060 602.0415 125.000 Concrete Sidewalk 6-Inch SF 0062 602.0505 84.000 Curb Ramp Detectable Warning Field Yellow 0064 608.0412 53.000 Storm Sewer Pipe Reinforced Concrete LF	0052				
Concrete Curb & Gutter 30-Inch Type D LF	0054				
Concrete Sidewalk 4-Inch SF 0060 602.0415 Concrete Sidewalk 6-Inch SF 0062 602.0505 Curb Ramp Detectable Warning Field Yellow 0064 608.0412 Storm Sewer Pipe Reinforced Concrete LF	0056				
Concrete Sidewalk 6-Inch SF	0058	***			
Curb Ramp Detectable Warning Field Yellow SF	0060				
Storm Sewer Pipe Reinforced Concrete LF	0062	Curb Ramp Detectable Warning Field			
	0064	Storm Sewer Pipe Reinforced Concrete			







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Proposal ID: 20181211023 **Project(s)**: 6999-03-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	611.0639 Inlet Covers Type H-S	3.000 EACH		<u> </u>
0068	611.1230 Catch Basins 2x3-FT	3.000 EACH	·	
0070	611.8110 Adjusting Manhole Covers	4.000 EACH	·	
0072	618.0100 Maintenance And Repair of Haul Roads (project) 01. 6999-03-70	1.000 EACH		
0074	619.1000 Mobilization	1.000 EACH	<u></u>	
0076	620.0300 Concrete Median Sloped Nose	80.000 SF		·
0078	624.0100 Water	12.000 MGAL		
0800	625.0100 Topsoil	1,200.000 SY	<u> </u>	
0082	628.1504 Silt Fence	480.000 LF	<u> </u>	
0084	628.1520 Silt Fence Maintenance	480.000 LF		<u> </u>
0086	628.1905 Mobilizations Erosion Control	4.000 EACH	<u></u>	<u> </u>
0088	628.1910 Mobilizations Emergency Erosion Control	1.000 EACH		<u> </u>
0090	628.2006 Erosion Mat Urban Class I Type A	1,200.000 SY		
0092	628.7005 Inlet Protection Type A	4.000 EACH		
0094	628.7015 Inlet Protection Type C	15.000 EACH		
0096	629.0210 Fertilizer Type B	1.000 CWT		





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Proposal ID: 20181211023 **Project(s)**: 6999-03-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0098	630.0140 Seeding Mixture No. 40	25.000 LB		<u> </u>
0100	631.0300 Sod Water	20.000 MGAL		
0102	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	6.000 EACH		
0104	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	3.000 EACH		
0106	637.1220 Signs Type I Reflective SH	83.000 SF		
0108	637.2210 Signs Type II Reflective H	56.180 SF		
0110	637.2230 Signs Type II Reflective F	23.750 SF		
0112	638.2602 Removing Signs Type II	15.000 EACH		
0114	638.3000 Removing Small Sign Supports	11.000 EACH		·
0116	641.8100 Overhead Sign Support (structure) 01. S- 71-0033	LS	LUMP SUM	
0118	643.0300 Traffic Control Drums	1,736.000 DAY		
0120	643.0310.S Temporary Portable Rumble Strips	1.000 LS		
0122	643.0410 Traffic Control Barricades Type II	268.000 DAY		<u> </u>
0124	643.0420 Traffic Control Barricades Type III	217.000 DAY		<u> </u>
0126	643.0705 Traffic Control Warning Lights Type A	350.000 DAY		
0128	643.0715 Traffic Control Warning Lights Type C	1,117.000 DAY		<u> </u>







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Proposal ID: 20181211023 **Project(s):** 6999-03-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0130	643.0800 Traffic Control Arrow Boards	13.000 DAY	·	·
0132	643.0900 Traffic Control Signs	3,427.000 DAY		·
0134	643.1050 Traffic Control Signs PCMS	27.000 DAY	<u> </u>	·
0136	643.1070 Traffic Control Cones 42-Inch	1,587.000 DAY		
0138	643.5000 Traffic Control	1.000 EACH		
0140	646.1020 Marking Line Epoxy 4-Inch	1,500.000 LF		
0142	646.3020 Marking Line Epoxy 8-Inch	360.000 LF		
0144	646.4520 Marking Line Same Day Epoxy 4-Inch	5,450.000 LF		
0146	646.5020 Marking Arrow Epoxy	9.000 EACH		·
0148	646.5120 Marking Word Epoxy	2.000 EACH		·
0150	646.7120 Marking Diagonal Epoxy 12-Inch	300.000 LF		
0152	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	180.000 LF		
0154	646.7520 Marking Crosswalk Epoxy Ladder Pattern 24-Inch	200.000 LF		·
0156	646.8120 Marking Curb Epoxy	55.000 LF		
0158	646.8220 Marking Island Nose Epoxy	2.000 EACH		·
0160	646.9000 Marking Removal Line 4-Inch	2,535.000 LF		







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Proposal ID: 20181211023 **Project(s):** 6999-03-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0162	646.9010 Marking Removal Line Water Blasting 4- Inch	1,320.000 LF	·	<u> </u>
0164	646.9100 Marking Removal Line 8-Inch	160.000 LF		·
0166	646.9110 Marking Removal Line Water Blasting 8- Inch	155.000 LF	<u>-</u>	·
0168	646.9200 Marking Removal Line Wide	25.000 LF		
0170	646.9210 Marking Removal Line Water Blasting Wide	335.000 LF	·	·
0172	646.9300 Marking Removal Special Marking	5.000 EACH		
0174	646.9310 Marking Removal Special Marking Water Blasting	5.000 EACH		
0176	649.0105 Temporary Marking Line Paint 4-Inch	2,160.000 LF	·	
0178	649.0150 Temporary Marking Line Removable Tape 4-Inch	2,205.000 LF	<u></u>	
0180	650.4000 Construction Staking Storm Sewer	3.000 EACH		
0182	650.5000 Construction Staking Base	934.000 LF		·
0184	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,060.000 LF	·	·
0186	650.8000 Construction Staking Resurfacing Reference	2,315.000 LF	·	·
0188	650.8500 Construction Staking Electrical Installations (project) 01. 6999-03-70	LS	LUMP SUM	.







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Proposal ID: 20181211023 **Project(s):** 6999-03-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0190	650.9910 Construction Staking Supplemental Control (project) 01. 6999-03-70	LS	LUMP SUM	·
0192	650.9920 Construction Staking Slope Stakes	934.000 LF	·	
0194	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	1,135.000 LF		·
0196	655.0610 Electrical Wire Lighting 12 AWG	1,350.000 LF	·	·
0198	655.0630 Electrical Wire Lighting 4 AWG	8,365.000 LF	·	·
0200	690.0150 Sawing Asphalt	1,650.000 LF		
0202	690.0250 Sawing Concrete	125.000 LF	·	·
0204	SPV.0060 Special 01. Adjusting Water Valve Boxes	6.000 EACH		
0206	SPV.0060 Special 02. Adjusting Sanitary Manhole Cover	3.000 EACH		·
0208	SPV.0060 Special 03. Reconstructing Sanitary Manhole	1.000 EACH		·
0210	SPV.0060 Special 04. Remove and Reinstall Street Light Assembly	5.000 EACH	·	
0212	SPV.0060 Special 05. Research and Locate Existing Land Parcel Monuments	2.000 EACH		·
0214	SPV.0060 Special 06. Verify and Replace Existing Land Parcel Monuments	2.000 EACH		·
0216	SPV.0090 Special 01. Concrete Curb & Gutter HES 30-Inch Type D	100.000 LF		



Wisconsin Department of Transportation

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Proposal Schedule of Items

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Proposal ID: 20181211023 **Project(s):** 6999-03-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	SPV.0165	32.000		
	Special 01. Salvage and Replace Brick Pavers	SF	·	
0220	SPV.0165	160.000		
	Special 02. Salvage Brick Pavers	SF	·	·
0222	SPV.0180	1,200.000		
	Special 01. Preparing Topsoil for Lawn Type Turf	SY	<u>·</u>	·
	Section: 000	01	Total:	<u> </u>
			Total Bid:	

PLEASE ATTACH SCHEDULE OF ITEMS HERE