

HIGHWAY WORK PROPOSAL

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

Proposal Number: **013**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Waupaca	6843-00-72	N/A	Waushara Co Line - Waupaca; Waupaca County Salt Shed	CTH A

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	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: July 9, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time June 01, 2020	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Wooden Salt Storage Building, Base, Asphaltic Surface	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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STSP'S Revised November 19, 2018

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 6843-00-72, Waupaca County Salt Shed, in Waupaca, 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 (20181119)

2. Scope of Work.

The work under this contract shall consist of constructing a wooden salt storage building and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

4. Utilities.

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

107-065 (20080501)

The department has determined that the scope of work for this project will not impact, interfere or unduly conflict with existing utilities within the project limits. There are no known utility facilities that would conflict with construction operations. Coordinate construction activities with a call to Digger's Hotline or a direct call to utilities which have facilities in the area as required per statutes.

5. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

Waupaca County has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S067831-5). A certificate of permit coverage is available from the regional office by contacting Wendy Arneson (construction project manager) at (715) 421-7391. Post the permit in a conspicuous place at the construction site.

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

Waupaca County has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Wendy Arneson (construction project manager) at (715) 421-7391.

7. Environmental Protection – Blanding’s Turtle.

Blanding’s turtles and wood turtles may be located within the construction area but are unlikely to nest due to the highly disturbed nature of the area. Waupaca County has installed small animal exclusionary fencing as required by WDNR standards. The construction manager will watch for all turtle species that may traverse the project area. Construction shall stop until any turtle found within the construction area has safely moved across the construction site in the direction it was traveling.

8. Notice to Contractor – Coordination with Waupaca County.

The work on this project will be constructed on the site of the new Waupaca County Highway Facility located on CTH A located south of the USH 10, WIS 22, interchange. Coordinate work with contractors and construction activities already in progress on this site.

Waupaca County is responsible for installing and maintaining security chain link fencing and gates.

Waupaca County is responsible for installing and maintaining erosion control materials, including silt fence.

The contractor shall coordinate with Waupaca County on matching colors with the existing salt shed for roofing, soffit and doors.

9. Asphaltic Surface, Item 465.0105

Furnish asphaltic mixture meeting the requirements of 4MT58-28S as provided in standard spec 460.

10. Wooden Salt Storage Building, Item SPV.0105.01.

A Description

The work under this item shall consist of furnishing and installing a complete salt shed structure.

The building shall be weather tight, and suitable for the storage of salt and other materials used for roadway abrasives. The design of the foundations of the building shall be provided as part of the manufacturer's building design, based on information obtained by means of a subsurface investigation and geotechnical analysis provided by Waupaca County.

Building shall be rectangular with walls supported with bracing to withstand lateral load of internal material pile. The building shall have a gable roof. Standard of quality design is based on products of Wheeler, Minneapolis, MN or approved equal. The intent of Waupaca County (site owner), is to construct a salt shed the same as those previously constructed, and adjacent to, this site.

B Materials

Description

Building Products: All materials shall be unused. All items shall be inspected visually, at the erection site, for conformance with these specifications and final design as approved by Waupaca County. If deemed necessary by Waupaca County, onsite samples will be taken by Waupaca County and submitted to a testing laboratory selected by Waupaca County and tested to verify compliance with the specifications and final design. Meet the following minimum required standards for the products listed:

Concrete

Comply with all provisions of standard spec 716 and as follows:

Revise standard spec 716.2.1(1):

Furnish concrete mix design for review prior to placing any concrete along with strength results and concrete proportions meeting grade A or A-FA mixes allowed in standard spec 501.3.1.3, with verified compressive strength of a minimum of 4000 psi. At least 3 pairs of cylinders representing proposed mix design need to be submitted meeting this compressive strength.

Revise standard spec 716.2.1(2):

Cast 1 set of 2 cylinders per 100 cubic yards or fraction for each mix grade and placement method.

All reinforcement steel shall be grade 60, epoxy coated.

Note: Concrete shall not be used where it is in direct contact with salt.

Pipe Bollards

Furnish and install pipe bollards at locations shown on plans, minimum 6 inches in diameter and 8 feet in length, consisting of Schedule 80 galvanized steel structural pipe, filled with concrete. Furnish concrete within the pipe bollard according to standard spec 501. Form concrete crown at top of bollard. Embed pipes in concrete footings, and paint with a 3-coat epoxy paint system (primer plus two finish coats). Paint the entire length of the pipe including buried portion.

Timber

All structural timber products furnished for the building shall be in conformity with the National Design Specifications for Wood Construction, 2015 Edition as published by the National Forest Products Association. This includes all source documents including all lumber grading rules. Suppliers must provide inspection certificates for posts, wall plank and main structural elements certifying compliance with the stress grade required as indicated by the design calculations and as indicated on the plans. All certifications shall be furnished to Waupaca County prior to delivery of the material. All structural timber for the wall system shall be Coastal Douglas Fir, other timber species will not be allowed.

Plywood

Each panel of construction plywood shall be identified with the grade trademark of the American Plywood Association and shall meet the requirements of Product Standard "PS-1" for Construction and Industrial Plywood. Plywood roof sheathing shall be C-D interior with exterior glue.

Copper Naphthenate Pressure Treatment

- (1) This section covers the wood preservatives and the preservative treatment of lumber and timber conforming to the Specifications as referenced or otherwise specified in the plans or special provisions. Temporary bracing shall not require preservative treatment.
- (2) Preservative treatment of lumber and timber shall be by the pressure process, and unless otherwise provided in the contract special provisions, be in accordance AWPA Standards and AASHTO Designation M 133.
- (3) Lumber and timber specified in the plans or special provisions to be treated with Copper Naphthenate in Type A Hydrocarbon Solvent according to AWPA P-36 and HSA-14. Other timber preservatives will not be considered.
- (4) Unless otherwise directed by the engineer, the material shall be graded prior to treatment. Material shall be accepted after treatment on the basis of its condition prior to treatment, on the basis of inspection of the treatment procedure substantiated by plant records, on the condition of the material after treatment and on absorption, penetration and visual inspection.
- (5) So far as practicable all adazing, boring, chamfering, framing, gaining, mortising, surfacing and general framing, etc., shall be done prior to treatment. If cut after treatment, coat cut surfaces according to AWPA M4.
- (6) All Douglas Fir and other species that are difficult to penetrate shall be incised prior to treatment.

Metal Plates and Fasteners

All hardware and plates shall be hot dip galvanized. Metal gusset plates on roof trusses shall be field painted with asphalt paint. The supplier shall furnish the paint.

B.1 Quality Assurance

Contractor shall be responsible for the duration of construction for all products, components, accessories, and methods used in constructing the building.

The minimum printed code standard requirements of the following organizations for material quality, fabrication, and installation procedures shall be met or exceeded, for applicable methods employed in the building design:

American Institute of Steel Construction	(AISC)
American Concrete Institute	(ACI)
American Institute of Timber Construction	(AITC)
American Iron and Steel Institute	(AISI)
American Plywood Association	(APA)
American Softwood Lumber Standard: U.S. Department of Commerce PS-20	
International Building Code, current edition	(IBC)
National Design Specifications for Wood Construction	(NDS)
Truss Plate Institute standards	(TPI)
Underwriters Laboratories, Inc.	(UL)
Canadian Standards Association	(CSA)
American Standards for Testing Materials	(ASTM)
Wisconsin Comm SBS-316	

B.2 Submittals

Furnish the following information as proof of conformity to design and performance criteria requirements of this specification. The information (for both submittal phases, below) shall be stamped with the registration seal of an architect or a professional engineer, licensed in the state of Wisconsin and bearing the original stamp and signature of such architect or professional engineer.

Furnish a complete set of properly certified design drawings, indicating in detail all features of the proposed building.

The submittal shall include the following information at a minimum:

- 1) Complete design calculations for building and foundation work.
- 2) For prefabricated structures: original working drawings, or copies of complete fabrication and erection drawings, material lists, and detailed erection instructions.
- 3) Foundation work: detailed drawings for preparation and construction.

B.3 State Plan Approval

Building manufacturer shall be responsible for obtaining approved building plans from the Wisconsin Department of Safety and Professional Services (DSPS). Manufacturer shall be responsible for scheduling DSPS review and all associated fees.

B.4 Code Compliance

Build the structure in conformance with all applicable codes. Consult the state of Wisconsin and the municipality's website for information on all adopted codes and other ordinances. The governing building code is the 2015 Wisconsin Commercial Building Code SPS 360-366, which adopted by reference the 2015 International Building Code and companion codes.

C Construction

C.1 Salt Storage Building Design and Performance Criteria

Nominal Building Dimensions

- 1) Length 112'

- | | |
|-------------------------------------|-----|
| 2) Width | 80' |
| 3) Internal Vertical Height (eaves) | 30' |

Building Structural Requirements

Provide a rigid, self-supporting structure comprised of standard building framing components, or an approved building system of integrated structural components, complete with necessary foundations which are designed to securely and permanently support wall and roof construction. Design building to meet or exceed the following minimum structural design criteria:

- | | |
|---|--|
| 1) Ground Snow Load: | 40 PSF |
| 2) Lateral Wind Load: | 105 mph (3-second gust), Exposure C |
| 3) Net Allowable Soil Bearing Pressure: | 2,000 PSF |
| 4) Seismic Design Category: | A |
| 5) Frost Depth: | Foundations shall be of size and depth required to resist frost action |

Capacity

The building shall hold 5400 tons salt based on 12' pile height at the wall and extending toward center of building at an angle not to exceed 2 horizontal to 1 vertical, for a maximum pile height of 24'. Area near entrance that is unsuitable for covered material storage due to natural angle of repose should be excluded from capacity calculations. Pile calculations should be based on material weight of 80 pcf for salt. Written calculations and pile diagrams must be provided.

Qualified Manufacturer

Manufacturers other than those listed in this specification, to be eligible for award of bid, shall have at least ten years of successful experience in the design and fabrication of salt storage buildings. Bidder shall provide at least 5 project references with the bid proposal. Reference information shall include project location, building size, date of completion and Waupaca County contact information.

Doors

Provide one 20' width x 28' height unobstructed rectangular entrance opening as indicated on drawing.

Overhead door shall be manufactured of aluminum framing components with translucent/polycarbonate glazing panels within each frame (Alaska Door as manufactured by Airlift Doors, INC, or equal.) See plans for door size and elevation. All overhead door track, rollers, cables and hinge assemblies shall be manufactures of stainless steel materials. Track shall be 3", bearings shall contain zerks. Overhead doors shall be equipped with car wash type photo-electric safety sensor and jack-shaft type operator (Liftmaster Carwash Operator W/logic 2.0 circuit, 1.5 hp/208 Volt 3-phase power, or equal). Contractor shall provide minimum of four remote control devices

Standard for Sectional Doors: Comply with DASMA 102 unless otherwise indicated.

Structural Performance, Exterior Doors: Provide doors capable of withstanding 20 lbf/sq. ft. wind-loading pressure.

In the Door Wall adjacent to the main entranceway, furnish and install one 3'-0" x 7'-0" exterior grade fiberglass swing-out pass door with jambs and hardware, color to be reviewed, selected and approved by Waupaca County from the manufacture standard colors. Doors shall be rated for high use and high resistance to impact. Provide heavy duty stainless steel butts, heavy duty stainless steel lever locksets, stainless steel kick plate and weather stripping.

Structural Frame

Building shall consist of vertical rectangular wood posts set 4' apart center to center. Posts shall be long enough to provide internal clearance height specified in NOMINAL BUILDING DIMENSIONS. Posts may be rough lumber.

Vertical wall posts shall be founded and supported by a continuous cast-in-place concrete "T-Wall." "T-Wall" shall consist of a reinforced concrete spread footing and vertical concrete column, as designed by the manufacturer's engineer. Timber posts shall anchor into both the spread footing and vertical column. Only timber members shall be used in areas that come in contact with salt. Salt contact with concrete members will not be permitted.

No bracing will be allowed on the interior that extends away from the wall and conflicts with Waupaca County's equipment movements.

Siding

Internal load walls shall have horizontal treated timber planks (minimum 12" nom. in width) and treated plywood nailed on the inside of wall posts. Plank thickness and stress grade shall be adequately sized to withstand lateral material pressure and shall be a minimum thickness of 2" nom. in single application. The plank shall extend two feet higher than design pile load line of the wall. Marker shall be provided to designate the maximum pile height on the wall. Design calculations must include analysis of wall plank thickness and stress grade.

Wall planks shall be rough lumber; however, the sides shall be SIE (surfaced on one edge to 11-5/8") to fit tight against adjacent planks. Planks or plywood shall extend upward to the eaves.

Exterior door wall and gable ends of the roof shall be furnished with 5/8" CDX T1-11 grooved plywood orientated with the grooves vertical.

Pipe Bollards

Furnish and install four pipe bollards (two interior and two exterior) to be used as door jamb guard posts, consisting of Schedule 80 galvanized steel structural pipe, filled with concrete. Form concrete crown at top of bollard. These shall be embedded in concrete footings and painted federal safety yellow with a 3-coat epoxy paint system (primer plus two finish coats). Painting shall extend the length of the pipe to the surface of the footing.

Roofing System (General)

Provide materials and surface finishes conforming to the guarantee specified below, requiring minimum maintenance and conforming to, or exceeding, the Underwriters' Laboratories, Inc. Class C rating requirements (labels are not required). Unprotected aluminum or bare steel surfaces are not acceptable.

Type: Prefabricated or site-built, complete with all necessary accessories, fastening devices, trim, and flashings.

Drainage: Positive slope; no standing water.

Strength: Comply with structural criteria specified on drawings.

Wind Resistance: 60 pounds per square foot (uplift) for adhesive applied products, UL Standard 997 for shingle type products.

Compatibility: All materials to be physically and chemically compatible with each other and with adjacent building components.

Roof Material

Metal roofing shall consist of 29 gauge galvanized coated steel panels, with color matched fasteners, carrying a manufacturer's warranty of 30 years, color to be reviewed, selected, and approved by the engineer from manufacturer's standard colors. Acceptable products are GrandRib 3 Plus by Fabral with Enduracote finish, Stormproof by MBCI with Signature 200 paint system, Max Rib by McElroy with siliconized polyester paint system, or equal.

Trim - Provide metal rake trim at all edges and slope changes.

Underlayment shall conform to ASTM D1970, Standard Ice Dam Underlayment.

Sheathing shall be APA rated, 5/8-inch thick nominal, CDX plywood roof sheathing. In no case shall metal roofing be applied directly to trusses.

Ventilation

Provide suitable openings located at or near the highest point of the roof to provide a minimum ratio of 1 square inch of free air area for each 55 square feet of building floor area. Color to match adjacent roofing materials.

Provide wooden louver vents with a minimum area of 3 square feet each at each gable end of building.

Translucent Panels

Provide 4' -0" high, minimum, polycarbonate translucent sky lights on the sidewalls as shown on the drawings.

D Measurement

The department will measure Wooden Salt Storage Building as a lump sum for the completed building.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Wooden Salt Storage Building	LS

Payment is full compensation for supplying a design and shop drawings, getting all permits and approval not already acquired, preparing the site, including all necessary excavation for building components, disposal of surplus materials, construction of concrete footings and support walls, and supplying and erecting all necessary materials and components.

11. Electrical Work in Wooden Salt Storage Building, Item SPV.0105.02.

A Description

This special provision describes providing electrical work in the Wooden Salt Storage Building, including all devices, interior and exterior lighting, receptacles, and all associated items as specified herein and as shown on the plans.

Furnish, without extra cost to the department, any materials and labor not specifically covered by the plans and standard specifications that may be found necessary to complete the work.

B Materials

Conduit

- (1) All conduit 12' -0" above finished grade and higher shall be heavy wall rigid, Schedule 40 PVC.
- (2) All conduit in earth, except within six feet of a building or structure footing or wall shall be heavy wall rigid, Schedule 40 PVC. All conduit within six feet of a building shall be PVC coated rigid.
- (3) All conduit between 0' -0" and 12' -0" above finished grade shall be rigid aluminum.
- (4) All conduit protruding from concrete slabs shall be PVC coated rigid steel. PVC coated rigid steel conduit shall be internally and externally hot dipped galvanized rigid metal conduit with hot dipped galvanized threads and PVC coating. PVC coating shall be UL Listed with rigid metal conduit, and PVC coating shall have external 40 mil thickness with an internal 2 mil urethane coating.
- (5) All conduit used for equipment connections shall be liquid-tight flexible metal conduit. Liquid-tight flexible metal conduit shall be electro-galvanized single strip steel with PVC coating and integral grounding conductor.
- (6) All conduit shall be UL listed for the application where being used. All conduit shall be minimum 3/4" size.
- (7) Conduits shall be attached to building surfaces and not suspended unless installed in a Unistrut-type conduit rack. Individual conduits shall not be suspended. Clevis hangers are not allowed. Run conduits grouped and parallel or perpendicular to construction.
- (8) Conduits shall not be run in slabs-on-grade or structural topping slabs. Conduit attached to building surfaces shall be spaced out to avoid rust and/or corrosion using fittings approved for the use.
- (9) Use back-straps on all conduit or mount conduit with Unistrut straps, or equal.
- (10) Watertight hubs shall be used in all locations.
- (11) All conduit installed below grade shall be buried a minimum of 2 feet 0 inches with sand backfill or as shown in plan.
- (12) All conduit below floor slabs shall be buried a minimum of 1 foot 0 inches below slab.
- (13) All supporting devices shall be PVC, unless noted otherwise.
- (14) Liquid-tight flexible conduit shall be installed in such a manner that liquids tend to run off the surfaces and not drain toward the fittings.
- (15) All runs of flexible conduit to equipment and devices shall be as short as practicable, of the same size as the conduit it extends, and with enough slack to reduce the efforts of vibration to a minimum.
- (16) A minimum of 18 inches of flexible conduit shall be installed for each motor.
- (17) Provide conduit expansion-deflection fittings in all conduit runs where movement perpendicular to axis of conduit may be encountered.

Wire

- (1) All wire shall be new stranded copper, type XHHW-2, no smaller than 12 AWG.
- (2) Provide insulated, silicone-filled spring wire connectors with plastic caps for 8 AWG conductors or smaller. Connectors shall be silicon-filled safety connectors.
- (3) Spring wire connectors shall only be allowed in junction, outlet, or switch boxes. Spring wire connectors are not allowed for terminating of motor conductors.
- (4) All feeder cable connections to motor leads up to 600 volts shall be insulated and sealed with factory engineered kits.
- (5) Motor connection kits shall consist of one hole copper compression lugs for 6 AWG and larger, split bolt connector for 8 AWG and smaller, and motor lead pigtail splice kit. Individual components shall be as follows:
 - a. Split bolt connectors shall be for use with copper conductors only.
 - b. Lug size shall be selected based on motor and feeder wire sizes installed.
 - c. Pigtail splice kit shall consist of one-hole lug cover, locking pin, silicone grease, and mastic sealing strip. Kit shall be selected based on motor, feeder, and lug sizes installed.No splices will be allowed unless approved by the engineer.
- (6) Provide preprinted adhesive or heat shrink-type wire numbering labels at all terminations.
- (7) Wire numbering preprinted on the conductor, flag-type labels, and individual wraparound numbers (e.g., Brady labels) are not acceptable.

Pull and Junction Boxes

- (1) All pull and junction boxes shall be cast of aluminum to match conduit installation. Pull and junction boxes where used with PVC conduit shall be PVC or FRP.
- (2) All boxes attached to building surfaces shall be spaced out to avoid rust and/or corrosion.
- (3) All boxes shall be on 1-inch standoffs.

Wall Switches

- (1) All light switches shall be industrial specification grade, double pole snap switch, 20 amperes, 240 volts, number of poles as shown on the drawings.
- (2) All light switches shall have NEMA 4X weatherproof toggle switch covers.
- (3) Mounting height for all light switches shall be 48 inches above finished floor.

Manual Motor Switches

- (1) Manual motor switches for 120V or 240V motors on circuits 20 amps or less shall be specification grade snap switch as specified above.

Receptacles

- (1) All receptacles shall be 20 ampere, 125 volt, NEMA 5-20R, Industrial specification grade, straight blade, 3-wire, duplex, grounded outlets.
- (2) Receptacles shall be mounted vertically. GFI receptacles shall have integral ground fault current interrupter and shall be rated "WR."
- (3) GFCI receptacles shall not be series wired. Provide NEMA 4X while-in-use cover for all receptacles. Mounting height for all receptacles shall be 48 inches above finished floor.

Surge Protective Device

- (1) Branch panel surge protective device shall provide effective energy surge diversion for application in ANSI/IEEE C62.41-2002 location Category B3. Testing shall be per ANSI/IEEE C62.45-2002 using ANSI/IEEE C62.41 Category B3 waveforms and amplitudes.
- (2) The system individual unit shall be UL listed under UL1449, latest edition, Standard for Surge Protective Devices (SPD).
- (3) Surge ratings shall be permanently affixed to the SPD. Surge protective device shall be MOV type.

- (4) The maximum surge current capacity shall be at least 160 kA per phase.
- (5) The surge life (8/20 microsecond waveform) shall be at least 6 kA for 10,000 occurrences or 10 kA at 20 kV for 16,000 occurrences. SPD shall have a nominal discharge rating (In) of 10 kA.
- (6) Unit shall provide maximum ANSI/UL 1449 VPRs for 240/120 volt, single phase. A. L-N = 800 V.B. L-G = 900 V. C. N-G = 700 V. D. L-L = 1500 V.

Panelboards

- (1) Panelboard shall be NEMA 3-R, 120/240 volt, single phase, 20 circuit, having an interrupt rating of 22 kAIC, 100 amp rated with 100 amp Main Circuit Breaker. Panelboard shall have individually mounted main circuit breaker, branch mounted main circuit breakers are not allowed.
- (2) Panelboard shall have copper bussing. All circuit breakers shall be bolt-on type. Panel shall have separate ground and neutral buss bars.
- (3) Balance load on panelboard so phases are balanced to within 15% of each other. Reconnect or redistribute circuits and/or circuit breakers to achieve balanced condition. Submit ammeter readings for all panelboard feeders indicating normal operating load and phase balance.
- (4) Provide typewritten panel schedule in panelboard.

Interior (Type A) Light Fixtures

- (1) Interior (Type A) light fixtures shall be 4' 238 Watt, 240 volt LED fixtures with stainless steel latches, lenses and fiberglass enclosure.
- (2) 5000K light output color
- (3) Fixture shall be corded with NEMA 615 plug.
- (4) Fixture shall be UL listed for wet locations.
- (5) Fixture shall be furnished with lamps.
- (6) Fixture shall be chain hung.

Interior (Type C) Light Fixtures

- (1) Interior (Type C) light fixture shall have dual 6 volt, 7.2 watt heads, and incandescent wedge base lamps.
- (2) Fixture shall have sealed and gasket housing with hinge cover.
- (3) Fixture shall be installed with sealed lead acid maintenance free battery to power fixture at 15 watts for 90 minutes minimum.
- (4) Fixture shall have red push-to-test switch and internal fusing.
- (5) Battery shall have fully automatic solid-state, two-rate charger that initiates battery charging to recharge a discharged battery within 24 hours.
- (6) Fixture shall be 120 volt and be UL listed for wet locations.
- (7) Fixture shall be furnished with lamps.

Exterior (Type B) Light Fixtures

- (1) Exterior (Type B) light fixtures shall be 100 watt, 120 volt 100 watt LED exterior full cut-off wall pack fixture.
- (2) 5000K light output color
- (3) Fixture shall have integral photo cell.
- (4) Fixture shall be UL listed for wet locations.
- (5) DLC listed using 100,000 hour LED chip package
- (6) Provide mounting hardware as necessary for mounting locations shown on the drawings.
- (7) Fixture shall be furnished with lamps.

C Construction

Coordinate with the Waupaca County Highway Department and onsite electric contractor for all work needed to connect to the electrical system for the Waupaca Highway Department facility.

Install the electrical system as specified according to applicable codes and accepted practice.

D Measurement

The department will measure Electrical Work in Wooden Salt Storage Building as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0150.02	Electrical Work in Wooden Salt Storage Building	LS

Payment is full compensation for providing electrical work in the Wooden Salt Storage Building, including all devices, interior and exterior lighting, receptacles, and all associated items to complete a fully operating electrical system; for all excavating, backfilling, stockpiling, disposing of surplus material; for cleaning out and restoring the work site.

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

104.10.2 Submittal and Review of a CRI Concept

Replace paragraph two with the following effective with the July 2019 letting:

- (2) The department will review the CRI concept and, within 10 business days of the contractor's initial submittal, notify the contractor in writing whether the CRI concept has merit and whether the contractor should submit it as a CRI proposal. The contractor and the department can mutually agree to extend this 10-day review requirement. The department will notify the contractor if a professional engineer registered in the state of Wisconsin should seal the CRI proposal. If the department informs the contractor to submit the CRI proposal, the department will share in the cost for developing the CRI proposal as specified in 104.10.4.1(3).
-

107.14 Contractor's Responsibility for Work

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

- (1) Within 107.14, the term "work" is redefined to mean "the work product that is completed in its final position and is incorporated in the project."
 - (2) The contractor shall maintain charge and care of the work until the engineer accepts the work as specified in 105.11. Protect the work against injury or damage caused by public traffic, the action of the elements, or from other causes, whether arising from the execution or non-execution of the work. Rebuild, repair, restore, and make good injuries or damages to work caused by the above at no additional cost to the department.
 - (3) The department will assume responsibility for the work as follows:
 1. Costs the department assumes under 104.6.
 2. Costs to repair bridge damage attributed to public traffic, if the engineer determines that damage was beyond the control of and without the fault of the contractor.
 - (4) The contractor shall not bear the expense for damage to the work caused by abnormal and unforeseeable occurrences beyond the control of, and without the fault or negligence of, the contractor. These abnormal and unforeseeable occurrences include but are not limited to the following:
 1. Cataclysmic phenomena of nature.
 2. Acts of the public enemy.
 3. Acts of government authorities.
 - (5) Before suspending the work, take the necessary precautions to prevent damage to the project, prevent traffic accidents, and provide for normal drainage. Erect necessary temporary barrier, barricades, signs, or other facilities at no expense to the department except as specified in 104.6.
 - (6) The contractor is responsible for all damages to equipment and supplies regardless of the circumstances.
-

107.17.1 General

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

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

109.1.1 General

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

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

205.5.2 Excavation

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

205.5.2.1 General

- (1) Payment for the Excavation bid items under this section is full compensation for work specified for those excavation classes under 205 with no separate contract bid items; for hauling; and for constructing and removing temporary drainage installations as specified under 205.3.3.
- (2) Payment also includes removing walls, foundations, etc. with no separate contract bid items; for disposal of resulting material; and for backfilling basements or openings resulting from removing walls, foundations, etc.

205.5.2.2 Associated Work

- (1) The department will pay separately for removing concrete structures under the 203 and 204 bid items.
- (2) The department will pay separately for granular backfill the contract or engineer requires under the Backfill Granular bid items.
- (3) The department will pay separately for erosion control, fertilizing, and seeding of material disposal sites as specified for material disposal sites in 628.5.1.
- (4) If the contract does not include the Excavation Rock bid item, the department will pay 5 times the contract bid price of the Excavation Common bid item to remove boulders having volumes of one cubic yard or more. The department will pay for these boulder removals under the Removing Large Boulders administrative item.

205.5.2.3 Excavation Below Subgrade**205.5.2.3.1 General**

- (1) The department will only pay for engineer-approved EBS to correct problems beyond the contractor's control.

205.5.2.3.2 Quantity Overruns

- (1) The department will provide additional compensation for EBS quantity overruns if the following conditions are met:
 - The quantity of engineer-approved EBS, calculated exclusive of work covered under 205.5.2.3.3 or 301.5, exceeds the total contract EBS quantity the earthwork summary sheet shows by more than 25 percent.
 - The material exceeding that 25 percent threshold cannot be disposed of within the project right-of-way.

- (2) The department will pay 2 times the contract unit price, up to \$25,000, for the quantity of EBS meeting the above conditions. After exceeding \$25,000 per contract, the department will pay for additional EBS as determined under 109.4.

205.5.2.3.3 Subgrade Correction

- (1) Work performed under 105.3 to correct unacceptable work is the contractor's responsibility. For EBS work performed where the engineer did not approve the subgrade for subsequent operations, the department will pay for EBS at the contract price under the pertinent excavation and backfill bid items, or absent those bid items as extra work. For EBS work performed where the engineer approved the underlying layers for subsequent operations, the department will pay for EBS as follows:
1. Up to a maximum of \$25,000 per contract, the department will pay as follows:
 - 1.1 For excavation: 3 times the contract unit price for the Excavation Common bid item under the EBS Post Grading administrative item.
 - 1.2 For backfill with the materials the engineer directs: at the contract unit price for the bid items of each material used to fill the excavation.
 - 1.3 For excavation or backfill without contract bid items: as extra work.
 2. After exceeding \$25,000 per contract, the department will pay for additional EBS in engineer-approved areas as determined under 109.4.
-

305.2.1 General

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

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

420.3.2.1 General

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

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

420.3.2.2 Continuous Grinding

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

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

450.3.2.8 Jointing

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

- (3) Construct notched wedge longitudinal joints for mainline paving if the pavement thickness conforms to the minimums specified in 460.3.2, unless the engineer directs or allows an alternate joint. Construct the wedge using a slope no steeper than 3:1. Extend the wedge 12 inches beyond the normal lane width, or as the engineer directs. Ensure that the wedge for all layers directly overlaps and slopes in the same direction.
- (4) Locate the joint at the pavement centerline for 2-lane roadways, or at lane lines if the roadway has more than 2 lanes. Construct a vertical notch 1/2-inch to 3/4-inch high on the centerline or lane line at the top of each wedge. Place a 1/2-inch to 3/4-inch notch at the outside bottom edge of the wedge after compacting each layer. Align the finished longitudinal joint line of the upper layer with the centerline or lane line.

- (5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
-

455.2.4.3 Emulsified Asphalts

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

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

460.2.8.3.1.4 Department Verification Testing Requirements

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

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

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

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

460.2.8.3.1.7 Dispute Resolution

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

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

460.5.2.1 General

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

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

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

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

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

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

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

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

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

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

501.3.8.2.1 General

Replace paragraph two with the following effective with the April 2019 letting:

- (2) If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under the following structure and concrete barrier bid items:

Concrete Masonry Bridges	Concrete Masonry Retaining Walls
Concrete Masonry Bridges HES	Concrete Masonry Retaining Walls HES
Concrete Masonry Culverts	Concrete Masonry Endwalls
Concrete Masonry Culverts HES	Concrete Masonry Overlay Decks
Concrete Barrier Single-Faced 32-Inch	Concrete Barrier (type)
Concrete Barrier Double-Faced 32-Inch	Concrete Barrier Fixed Object Protection (type)
Concrete Barrier Transition Section 32-Inch	Concrete Barrier Transition (type)

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.

603.3.1.1 General

Replace paragraph three with the following effective with the April 2019 letting:

- (3) Cast permanent barrier and transitions in place. Use construction methods conforming to 502 and conform to the hot weather placement requirements of 501.3.8.2. Use forms or engineer-approved slip form methods for barrier. Use forms for transitions. Construct barrier on horizontal curves as a series of 12-foot or shorter chords.

646.3.1.2 Liquid Marking

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

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

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5
Wet Reflective Epoxy	all	20	[1]

[1] Use the product specific bead application rate for wet reflective epoxy specified on the department's APL.

646.3.2.3.2 Wet Reflective Epoxy

Replace paragraph one with the following effective with the June 2019 letting:

- (1) Apply wet reflective epoxy binder in a grooved slot. and provide a double drop bead system as follows:
1. Wet reflective/recoverable elements at the application rate specified in the department's APL.
 2. Glass beads conforming to 646.2.2 at the application rate specified in the department's APL.

650.3.1 General

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

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

650.3.1.1 Staking

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

650.3.1.2 Automated Machine Guidance**650.3.1.2.1 General**

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

conventional staking methods for all or part of the work at any point during construction if AMG is producing unacceptable results.

650.3.1.2.2 AMG Work Plan

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

650.3.1.2.3 Geometric and Surface Information

650.3.1.2.3.1 Department Responsibilities

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

650.3.1.2.3.2 Contractor Responsibilities

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

650.3.1.2.4 Managing and Updating Information

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

650.3.1.2.5 Construction Checks

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

650.3.1.2.6 Construction Tolerances

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

650.3.3 Subgrade

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

650.3.3 Subgrade Staking

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

Errata

520.3.3 Laying Pipe

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

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

608.3.3 Laying Pipe

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

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

ADDITIONAL SPECIAL PROVISION 7

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

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

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

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

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

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

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

Non-discrimination Provisions

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

Effective August 2015 letting

BUY AMERICA PROVISION

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

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

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

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



Proposal Schedule of Items

Page 1 of 1

Proposal ID: 20190709013 Project(s): 6843-00-72

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	305.0120 Base Aggregate Dense 1 1/4-Inch	524.000 TON	_____.	_____.
0004	311.0110 Breaker Run	1,047.000 TON	_____.	_____.
0006	455.0605 Tack Coat	165.000 GAL	_____.	_____.
0008	465.0105 Asphaltic Surface	678.000 TON	_____.	_____.
0010	619.1000 Mobilization	1.000 EACH	_____.	_____.
0012	624.0100 Water	8.000 MGAL	_____.	_____.
0014	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0016	645.0140 Geotextile Type SAS	2,357.000 SY	_____.	_____.
0018	SPV.0105 Special 01. Wooden Salt Storage Building	LS	LUMP SUM	_____.
0020	SPV.0105 Special 02. Electrical Work in Wooden Salt Storage Building	LS	LUMP SUM	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE