

HIGHWAY WORK PROPOSAL

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

Proposal Number: **023**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Oconto	9108-02-71	N/A	T Underhill, Cth H; Oconto River Bridge B-42-0132	CTH H

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: November 12, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time May 23, 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: Grading, Base, Asphalt Pavement, Concrete Pavement, Bridge Replacement, Pavement Markings, Signs	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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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 9108-02-71, T Underhill, CTH H, Oconto River Bridge B-42-0132, CTH H, Oconto County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2019 Edition, as published by the department, and these special provisions.

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

100-005 (20181119)

2. Scope of Work.

The work under this contract shall consist of removing old Structure B-42-0339, constructing B-42-0132, grading, base aggregate dense, concrete approach slab, asphaltic surface, erosion control, landscaping, 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.

Fish Spawning

There shall be no instream disturbance of Oconto River as a result of construction activity under or for this contract, from May 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish.

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

Migratory Birds

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

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure Over Waterway with Minimal Debris.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

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

4. Traffic.

Close CTH H to through traffic during construction operations under this contract. Place the appropriate signing and barricades prior to beginning construction work on the closed roadway.

Oconto County will sign and maintain a detour for CTH H. The detour route for westbound traffic will be directed from CTH H to south on CTH V, west on CTH VV, north on CTH V, back to CTH H. Coordinate with Pat Scanlan at (920) 834-6885 a minimum of 7 days prior to construction.

Keep appropriate emergency officials informed of closure and detour so they can prepare for responses to emergencies in the area.

5. Utilities.

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

stp-107-066 (20080501)

Oconto Electric has overhead electric facilities that run along the south side of CTH H. Oconto Electric will tip poles away from the roadway to gain required crane clearance. Stake the location of the nearest pile at least two weeks prior to poles needing to be tipped. One working day is required to complete this work.

Field Contact: Jack Pardy, (920) 846-2816, jpardy@docontoelectric.com.

Century Link has underground telephone facilities that run along the south side of CTH H. No conflicts are anticipated.

Field Contact: (920) 837-2344, matt.gunderson@centurylink.com.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Brian Edwards at (920) 360-2801, brian.edwards@dot.wi.gov.

stp-107-054 (20080901)

7. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

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

Use the following inspection and removal procedures:

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

8. Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

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

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

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

(NER12-1010)

9. Construction Over or Adjacent to Navigable Waters.

The Oconto River is classified as a federal navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

10. Erosion Control Structures.

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

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20030820)

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

John Roelke, License Number All-119523, inspected Structure B-42-329 for asbestos on October 25, 2016. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Brian Edwards at (920) 360-2801, brian.edwards@dot.wi.gov.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Brian Edwards at (920) 360-2801, brian.edwards@dot.wi.gov, and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-42-329, H over Oconto River
- Site Address: 1.0M W JCT CTH V
- Ownership Information: Oconto County Highway Department, 202 Van Dyke St, Oconto, WI 54153
- Contact: Brian Edwards, WisDOT
- Phone: (920) 360-2801
- Age: 81 years old. This structure was constructed in 1938.
- Area: 2,688 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20120615)

12. Notice to Contractor, Patzer Park.

Do not park any equipment or store any materials within the park limits.

13. Notice to Contractor, Salvage Corner Post.

During removal of the structure, the contractor must make a good faith effort to salvage one of the bridge's corner posts bearing the "WPA / 1938" date stamp. Sawcut the post at bottom of the base to remove. Oconto County will store the salvaged post once removed. Contact Pat Scanlan at (920) 834-6885 a minimum of 7 days prior to removal. After the corner post is salvaged, store in a safe place on site until Oconto County takes possession.

If, during removal, the contractor thinks that salvage is not feasible, notify the engineer and Oconto County. If the engineer and Oconto County determine that the salvage is not feasible, the corner post may be removed with the remainder of the structure.

Include the cost for salvaging corner post in the cost of Removing Old Structure Over Waterway with Minimal Debris.

14. Notice to Contractor, River Navigation During Construction.

The Oconto River is used for boating. It is necessary to keep the channel open as much as possible, as shown on the plans.

15. Notice to Contractor, Waterway Marker Permit.

A Waterway Marker Permit has been approved for this project from the Wisconsin DNR. Follow approved marker permit in the plan. Changes to the plan will require approval from the Wisconsin DNR. Contact Penny Kanable, Recreational Boating Specialist, Bureau of Law Enforcement at (608) 288-9352 to coordinate approval of changes.

16. Waterway Buoys.

Supplement standard spec 107.19 as follows:

Furnish buoys that are cylindrical in shape with a 7-inch minimum diameter and that extend a minimum of 36 inches above the waterline. Provide white buoys with an orange reflective diamond with the message "bridge work" and a flashing light adorning the buoy.

Place buoys as shown on the plan and as approved by the engineer.

Place waterway buoys in the water prior to any in-stream work (demolition or construction) and keep in place until such work is completed and all in-water obstructions such as cofferdams or causeways are completely removed.

In addition, waterway buoys and placement of buoys to be according to WDNR "A Guideline for Creating Local Boating Ordinances and Placing Waterway Markers in Wisconsin Waters"

These requirements may be obtained on the internet at the following address:

<https://dnr.wi.gov/files/PDF/pubs/le/LE0317.pdf>

17. Removing Old Structure Over Waterway With Minimal Debris Station 10+00, Item 203.0600.S.01.

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

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands

203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) Remove the existing Structure B-42-329 over the Oconto River in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.

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

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.01 stp-203-020 (20170615)	Removing Old Structure Over Waterway With Minimal Debris Station 10+00	LS

18. Underwater Substructure Inspection B-42-132, Item SPV.0060.01.

A Description

This special provision describes providing underwater inspections of the substructure seal(s), footing(s) or shaft(s).

B (Vacant)

C Construction

After placement of Concrete Masonry Bridges or Concrete Masonry Seal for the substructure and as soon as practicable after removal of the forms, provide a diver who, under the direction of the engineer, will report the characteristics and quality of the concrete placed below water level to ensure that the concrete masonry has been properly formed and placed.

Provide a video monitor and video camera, along with two-way audio communications with the diver during the inspection and record the video and audio.

Correct all deficiencies in the concrete and repeat the inspections until all deficiencies are corrected.

D Measurement

The department will measure Underwater Substructure Inspection B-XX-XXX once for each individual unit, acceptably completed. The entire pier or abutment substructure location is considered a unit. Multiple underwater inspections at the same substructure location to correct concrete deficiencies will not be measured.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Underwater Substructure Inspection B-42-132	EACH

Payment is full compensation for all diving inspections and reporting; and for supplying video and two-way audio communications equipment and recorded electronic video and audio files. Payment for correcting deficiencies in the placed concrete will be included at no extra cost to the project.

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.
-

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 4

Proposal ID: 20191112023 Project(s): 9108-02-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	4.000 STA	_____.	_____.
0004	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 10+00	LS	LUMP SUM	_____.
0006	205.0100 Excavation Common	254.000 CY	_____.	_____.
0008	205.0400 Excavation Marsh	603.000 CY	_____.	_____.
0010	206.1000 Excavation for Structures Bridges (structure) 01. B-42-132	LS	LUMP SUM	_____.
0012	206.5000 Cofferdams (structure) 01. B-42-132	LS	LUMP SUM	_____.
0014	208.0100 Borrow	854.000 CY	_____.	_____.
0016	208.1100 Select Borrow	905.000 CY	_____.	_____.
0018	210.1500 Backfill Structure Type A	740.000 TON	_____.	_____.
0020	213.0100 Finishing Roadway (project) 01. 9108- 02-71	1.000 EACH	_____.	_____.
0022	305.0110 Base Aggregate Dense 3/4-Inch	40.000 TON	_____.	_____.
0024	305.0120 Base Aggregate Dense 1 1/4-Inch	700.000 TON	_____.	_____.
0026	415.0080 Concrete Pavement 8-Inch	40.000 SY	_____.	_____.
0028	415.0410 Concrete Pavement Approach Slab	110.000 SY	_____.	_____.
0030	455.0605 Tack Coat	40.000 GAL	_____.	_____.
0032	465.0105 Asphaltic Surface	140.000 TON	_____.	_____.



Proposal Schedule of Items

Page 2 of 4

Proposal ID: 20191112023 Project(s): 9108-02-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	502.0100 Concrete Masonry Bridges	395.000 CY	_____.	_____.
0036	502.3200 Protective Surface Treatment	420.000 SY	_____.	_____.
0038	505.0400 Bar Steel Reinforcement HS Structures	8,880.000 LB	_____.	_____.
0040	505.0600 Bar Steel Reinforcement HS Coated Structures	51,410.000 LB	_____.	_____.
0042	513.4061 Railing Tubular Type M	204.000 LF	_____.	_____.
0044	516.0500 Rubberized Membrane Waterproofing	16.000 SY	_____.	_____.
0046	550.2126 Piling CIP Concrete 12 3/4 X 0.375-Inch	2,060.000 LF	_____.	_____.
0048	606.0300 Riprap Heavy	350.000 CY	_____.	_____.
0050	612.0406 Pipe Underdrain Wrapped 6-Inch	180.000 LF	_____.	_____.
0052	619.1000 Mobilization	1.000 EACH	_____.	_____.
0054	624.0100 Water	7.000 MGAL	_____.	_____.
0056	625.0100 Topsoil	1,250.000 SY	_____.	_____.
0058	628.1504 Silt Fence	525.000 LF	_____.	_____.
0060	628.1520 Silt Fence Maintenance	1,050.000 LF	_____.	_____.
0062	628.1905 Mobilizations Erosion Control	5.000 EACH	_____.	_____.
0064	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 4

Proposal ID: 20191112023 Project(s): 9108-02-71

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
0066	628.2008 Erosion Mat Urban Class I Type B	1,250.000 SY	_____.	_____.
0068	628.6005 Turbidity Barriers	560.000 SY	_____.	_____.
0070	628.7570 Rock Bags	75.000 EACH	_____.	_____.
0072	629.0210 Fertilizer Type B	1.000 CWT	_____.	_____.
0074	630.0120 Seeding Mixture No. 20	35.000 LB	_____.	_____.
0076	630.0200 Seeding Temporary	35.000 LB	_____.	_____.
0078	634.0612 Posts Wood 4x6-Inch X 12-FT	4.000 EACH	_____.	_____.
0080	637.2230 Signs Type II Reflective F	12.000 SF	_____.	_____.
0082	638.2602 Removing Signs Type II	6.000 EACH	_____.	_____.
0084	638.3000 Removing Small Sign Supports	6.000 EACH	_____.	_____.
0086	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0088	643.0420 Traffic Control Barricades Type III	1,870.000 DAY	_____.	_____.
0090	643.0705 Traffic Control Warning Lights Type A	3,060.000 DAY	_____.	_____.
0092	643.0900 Traffic Control Signs	1,445.000 DAY	_____.	_____.
0094	643.1050 Traffic Control Signs PCMS	14.000 DAY	_____.	_____.
0096	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0098	645.0111 Geotextile Type DF Schedule A	130.000 SY	_____.	_____.



Proposal Schedule of Items

Page 4 of 4

Proposal ID: 20191112023 Project(s): 9108-02-71

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
0100	645.0120 Geotextile Type HR	640.000 SY	_____.	_____.
0102	646.1020 Marking Line Epoxy 4-Inch	1,300.000 LF	_____.	_____.
0104	650.4500 Construction Staking Subgrade	225.000 LF	_____.	_____.
0106	650.5000 Construction Staking Base	225.000 LF	_____.	_____.
0108	650.6500 Construction Staking Structure Layout (structure) 01. B-42-132	LS	LUMP SUM	_____.
0110	650.9910 Construction Staking Supplemental Control (project) 01. 9108-02-71	LS	LUMP SUM	_____.
0112	650.9920 Construction Staking Slope Stakes	225.000 LF	_____.	_____.
0114	690.0150 Sawing Asphalt	52.000 LF	_____.	_____.
0116	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0118	715.0502 Incentive Strength Concrete Structures	2,370.000 DOL	1.00000	2,370.00
0120	SPV.0060 Special 01. Underwater Substructure Inspection B-42-132	1.000 EACH	_____.	_____.

Section: 0001

Total:

Total Bid:

PLEASE ATTACH SCHEDULE OF ITEMS HERE



Wisconsin Department of Transportation

October 31, 2019

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #23: 9108-02-71
T Underhill, CTH H
Oconto River Bridge B-42-0132
CTH H
Oconto County

Letting of November 12, 2019

This is Addendum No. 1, which provides for the following:

Special Provisions:

Added Special Provisions	
Article No.	Description
19	Interpretive Sign Feature, Item SPV.0105.01
20	Grading, Shaping, and Finishing Interpretive Area, SPV.0105.02

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
305.0120	Base Aggregate Dense 1 1/4-Inch	Ton	700	7	707
628.1504	Silt Fence	LF	525	75	600
628.1520	Silt Fence Maintenance	LF	1050	150	1200

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
602.0405	Concrete Sidewalk 4-Inch	SF	0	175	175
SPV.0105.01	Interpretive Sign Feature	LS	0	1	1
SPV.0105.02	Grading, Shaping, and Finishing Interpretive Area	LS	0	1	1

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
9 - 11	Miscellaneous Quantities (Updated and Added Items)

Added Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
6A & 6B	Interpretive Area Plan

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

9108-02-71

October 31, 2019

Special Provisions

19. Interpretive Sign Feature, Item SPV.0105.01.

A Description

This special provision describes the Interpretive Sign Feature including sign, railings, concrete bases and installing salvaged bridge columns as shown on plans and hereinafter described.

B Materials

B.1 Design Requirements

Concrete and steel reinforcement: Conforming to standard spec 654.

Railing: Aluminum, Conforming to standard spec. 513. Powdercoated. Color PMS-1615

Sign Mounting: Aluminum according to manufacturer's recommendations for rail mounted sign. Powdercoated. Color PMS-1615

Sign Panel: 0.09" thick, flat, fiberglass embedment sign panel resulting in a solid, one-piece panel with all graphic elements embedded a minimum of 1/32. Manufactured of clear, UV stabilized, acrylic-modified polyester resin reinforced with high solubility, chopped strand fiberglass mat so that the index of refraction ensures clarity of all color, copy, and graphics. Sign has a glass content of no less than 28% of the total sign weight.

Sign face cannot be permanently defaced by steam, mild acids, aromatics, scratching, inks, or paints and can be readily wiped clean with cleaning solutions without affecting the appearance or legibility of the sign finish or graphics.

Sign face to retain legibility and finished appearance when sprayed with a 10% solution of hydrochloric, nitric, or sulfuric acid for one-half hour or when scrubbed by a brush of medium hardness using common commercial cleaning compounds such as ammonia, laundry soaps, detergents, carbon tetrachloride, or petroleum-based solvents.

Sign edges to be smooth, clean, and neat.

Graphic: Provided by Project engineer in PDF format.

Mounting Hardware: Stainless Steel

Mortar shall conform to Type S, ASTM C-270 with color to match salvaged bridge columns or selected by Project Engineer.

B.2 Plan Requirements and Submittals

Shop Drawings: Submit shop drawings for sign mounting assembly.

C Construction

Install concrete base and reinforcement according to standard spec 654.

Install salvaged bridge columns and railings. Columns and railings shall be plumb and level. Grout in place.

D Measurement

The department will measure Interpretive Sign Feature as a lump sum acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Interpretive Sign Feature	LS

Payment is full compensation for providing concrete bases; railings; sign panel and mounting system; for shop drawings; for fasteners; for bar steel reinforcement; and for excavating, backfilling, disposing of surplus materials for bases, and installing salvaged bridge columns.

The salvaging of the bridge columns, concrete sidewalk, grading and finishing, and silt fence items will be measured and paid for under other contract bid items.

20. Grading, Shaping, and Finishing Interpretive Area, SPV.0105.02.**A Description**

This special provision describes excavating, filling, grading, shaping, compacting, and finishing as necessary to construct the Interpretive Area as the plans show and directed by the engineer

B (Vacant)**C Construction**

Dispose of all surplus and unsuitable material as specified in standard spec 205.3.12.

D Measurement

The department will measure Grading, Shaping, and Finishing Interpretive Area as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Grading, Shaping, and Finishing Interpretive Area	LS

Payment is full compensation for all excavating, grading, shaping, and compacting; and for providing and placing fill, topsoil, fertilizer, seed, and mulch.

The base course and concrete sidewalk will be measured and paid for under other contract bid items.

Schedule of Items

Attached, dated October 31, 2019, are the revised Schedule of Items Pages 1 – 4.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 9, 10, and 11.

Added: 6A and 6B

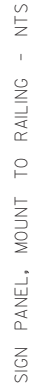
END OF ADDENDUM



INTERPRETIVE AREA LOCATION PLAN



—Z

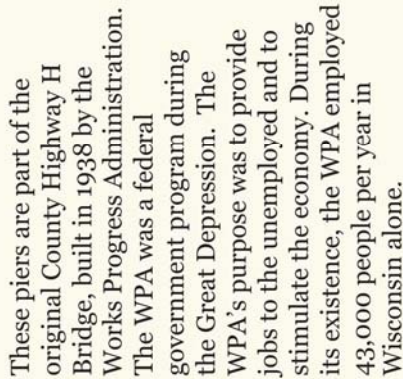


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FEET



SIGNA

Addendum No. 01
ID 9108-02-71
Added Sheet 6A
October 31, 2019

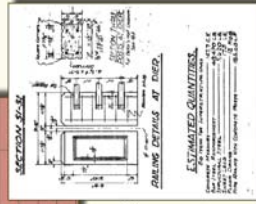


WPA projects in Oconto County included building projects and conservation work such as planting trees, building dams, and improving County-owned parks and lakes. The largest local WPA projects were five county-wide road projects. These projects totaled \$1.16 million and employed over 1,600 workers during 1936 and 1942.

The WPA built 10 bridges in Oconto County in Oconto, Gillett, and on rural roads like Highway H. WPA funding for the County Highway H Bridge was approved in August 1936. The Wisconsin Highway Commission approved plans for the bridge in January 1937. The bridge was constructed in 1938 by local builders. In 2020, the original County Highway H bridge was replaced.

[illegible]

The WPA Project Card for the bridge (above) provides information such as funding amount, start date, and the planned project activities.



A detail from the 1937 Wisconsin Highway Commission plans for the bridge (at right) includes construction specifications for the piers, and an estimated quantity of required materials.

and the Wisconsin Department of Transportation Highway Structures Information System
Funding provided by the Wisconsin Department of Transportation and Oconto County

INTERPRETIVE SIGNAGE

Addendum No. 01
ID 9108-02-71
Added Sheet 6B
October 31, 2019

3

BASE AGGREGATE DENSE AND WATER

STATION	TO	STATION	LOCATION	3/4-INCH TON	1 1/4-INCH TON	624.0100 WATER MGAL
7+50	-	7+75	CTH H, RT	-	7	-
8+25	-	9+49.55	CTH H	20	390	4
10+50.45	-	11+50	CTH H	20	310	3
TOTALS				40	707	7

3

GRUBBING

STATION	TO	STATION	LOCATION	201.0205 GRUBBING STA
8+25	-	11+50	CTH H	4
TOTAL				4

CONCRETE PAVEMENT

STATION	TO	STATION	LOCATION	415.0080 8-INCH SLAB SY	415.0410 APPROACH SY
9+28	-	9+49.55	CTH H	20	55
10+50.45	-	10+72	CTH H	20	55
TOTALS				40	110

EARTHWORK SUMMARY

Division	From/To Station	Location	Common Excavation (Item #205.0100) Cut (2)	Unusable Pavement Material (4)	Available Material (5)	Excavation Marsh (6) (Item #205.0400)	Expanded Marsh Backfill (10) (Item #208.1100) Factor	Unexpanded Fill	Expanded Fill (13) Factor	Mass Ordinate +/- (14)	Borrow (Item #208.0100)	Comment:
1	8+25 - 11+50	CTH H	254	100	154	603	905	775	1,008	-854	854	
Division 1 Total			254	100	154	603	905	775	1,008	-854	854	

ASPHALTIC SURFACE & TACK COAT

STATION	TO	STATION	LOCATION	455.0605 TACK COAT GAL	465.0105 ASPHALTIC SURFACE TON
8+25	-	9+28	CTH H	23	80
10+72	-	11+50	CTH H	17	60
TOTALS				40	140

TOPSOIL, FERTILIZER, AND SEED

STATION	TO	STATION	LOCATION	625.0100 TOPSOIL SY	629.0210 FERTILIZER TYPE B CWT	630.0120 SEEDING MIXTURE NO. 20 LB	630.0200 SEEDING TEMPORARY LB
8+25	-	9+49.55	CTH H	500	0.4	15	15
10+50.45	-	11+50	CTH H	520	0.4	15	15
UNDISTRIBUTED				230	0.2	5	5
TOTALS				1,250	1	35	35

PROJECT NUMBER: 9108-02-71

COUNTY: OCONTO

HWY: CTH H

MISCELLANEOUS QUANTITIES

SHEET NO: 9

PROJECT NUMBER: 9108-02-71

COUNTY: OCONTO

HWY: CTH H

MISCELLANEOUS QUANTITIES

SHEET NO: 9

Addendum No. 01
 ID 9108-02-71
 Revised Sheet 9
 October 31, 2019

- 2) Unusable Pavement Material is included in Cut
- 4) Unusable Pavement Material = Existing Asphaltic Pavement
- 5) Available Material = Cut - Unusable Pavement Material
- 6) Marsh Excavation - to be backfilled with Select Borrow Material
- 10) Expanded Marsh Backfill - This is to be filled with Select Borrow material. Marsh Backfill Factor = 1.5. Item Number 208.1100.
- 13) Expanded Fill. Factor = 1.3 Expanded Fill = (Unexpanded Fill - Reduced EBS) * Fill Factor
- 14) The Mass Ordinate + or - Qty calculated for the Division. Plus quantity indicates an excess of material within the Division. Minus indicates a shortage of material within the Division.

Addendum No. 01
ID 9108-02-71
Revised Sheet 10
October 31, 2019

CONSTRUCTION STAKING

STATION	TO	STATION	LOCATION	650.4500		650.5000		650.6500		650.9910		650.9920		CATEGORY
				SUBGRADE	BASE	LF	LS	STRUCTURE LAYOUT	LS	SUPPLEMENTAL CONTROL	LS	SLOPE STAKES	LF	
8+25	-	9+49.55	CTH H	125	125	100	-	-	-	1	-	125	100	0010
10+50.45	-	11+50	CTH H	100	100	100	-	-	-	-	-	100	100	0010
SUBTOTALS				225	225	225	0	0	1	1	225	225	0010	
10+00				CTH H	-	-	1	-	-	-	-	-	-	0020
SUBTOTALS				0	0	0	1	1	0	0	0	0	0	0020
TOTALS				225	225	225	1	1	1	1	225	225		

GRADING, SHAPING, AND FINISHING INTERPRETIVE AREA

STATION	TO	STATION	LOCATION	SPV.0105.02		FOR INFORMATIONAL PURPOSES ONLY	
				LS	CY	CUT	FILL
10+20	-	11+45	INTERPRETIVE AREA	1	10	10	5
TOTAL				1	10	10	5

NOTE: CUT AND FILL QUANTITIES FOR INFORMATION ONLY

MARKING LINE EPOXY

STATION	TO	STATION	LOCATION	4-INCH (WHITE) LF	4-INCH (YELLOW) LF
8+25	-	11+50	CTH H	650	650

TOTAL 1,300

SAWING ASPHALT

STATION	LOCATION	650.0150 LF
8+25	CTH H	28
11+00	CTH H	24

TOTAL 52

CONCRETE SIDEWALK 4-INCH

STATION	TO	STATION	LOCATION	602.0405 SF
7+50	-	7+75	CTH H, RT	175

TOTAL 175

Addendum No. 01
ID 9108-02-71
Revised Sheet 11
October 31, 2019



Proposal Schedule of Items

Page 1 of 4

Proposal ID: 20191112023 Project(s): 9108-02-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	4.000 STA	_____.	_____.
0004	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 10+00	LS	LUMP SUM	_____.
0006	205.0100 Excavation Common	254.000 CY	_____.	_____.
0008	205.0400 Excavation Marsh	603.000 CY	_____.	_____.
0010	206.1000 Excavation for Structures Bridges (structure) 01. B-42-132	LS	LUMP SUM	_____.
0012	206.5000 Cofferdams (structure) 01. B-42-132	LS	LUMP SUM	_____.
0014	208.0100 Borrow	854.000 CY	_____.	_____.
0016	208.1100 Select Borrow	905.000 CY	_____.	_____.
0018	210.1500 Backfill Structure Type A	740.000 TON	_____.	_____.
0020	213.0100 Finishing Roadway (project) 01. 9108- 02-71	1.000 EACH	_____.	_____.
0022	305.0110 Base Aggregate Dense 3/4-Inch	40.000 TON	_____.	_____.
0024	305.0120 Base Aggregate Dense 1 1/4-Inch	707.000 TON	_____.	_____.
0026	415.0080 Concrete Pavement 8-Inch	40.000 SY	_____.	_____.
0028	415.0410 Concrete Pavement Approach Slab	110.000 SY	_____.	_____.
0030	455.0605 Tack Coat	40.000 GAL	_____.	_____.
0032	465.0105 Asphaltic Surface	140.000 TON	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20191112023 Project(s): 9108-02-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	502.0100 Concrete Masonry Bridges	395.000 CY	_____.	_____.
0036	502.3200 Protective Surface Treatment	420.000 SY	_____.	_____.
0038	505.0400 Bar Steel Reinforcement HS Structures	8,880.000 LB	_____.	_____.
0040	505.0600 Bar Steel Reinforcement HS Coated Structures	51,410.000 LB	_____.	_____.
0042	513.4061 Railing Tubular Type M	204.000 LF	_____.	_____.
0044	516.0500 Rubberized Membrane Waterproofing	16.000 SY	_____.	_____.
0046	550.2126 Piling CIP Concrete 12 3/4 X 0.375-Inch	2,060.000 LF	_____.	_____.
0048	606.0300 Riprap Heavy	350.000 CY	_____.	_____.
0050	612.0406 Pipe Underdrain Wrapped 6-Inch	180.000 LF	_____.	_____.
0052	619.1000 Mobilization	1.000 EACH	_____.	_____.
0054	624.0100 Water	7.000 MGAL	_____.	_____.
0056	625.0100 Topsoil	1,250.000 SY	_____.	_____.
0058	628.1504 Silt Fence	600.000 LF	_____.	_____.
0060	628.1520 Silt Fence Maintenance	1,200.000 LF	_____.	_____.
0062	628.1905 Mobilizations Erosion Control	5.000 EACH	_____.	_____.
0064	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 4

Proposal ID: 20191112023 Project(s): 9108-02-71

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
0066	628.2008 Erosion Mat Urban Class I Type B	1,250.000 SY	_____.	_____.
0068	628.6005 Turbidity Barriers	560.000 SY	_____.	_____.
0070	628.7570 Rock Bags	75.000 EACH	_____.	_____.
0072	629.0210 Fertilizer Type B	1.000 CWT	_____.	_____.
0074	630.0120 Seeding Mixture No. 20	35.000 LB	_____.	_____.
0076	630.0200 Seeding Temporary	35.000 LB	_____.	_____.
0078	634.0612 Posts Wood 4x6-Inch X 12-FT	4.000 EACH	_____.	_____.
0080	637.2230 Signs Type II Reflective F	12.000 SF	_____.	_____.
0082	638.2602 Removing Signs Type II	6.000 EACH	_____.	_____.
0084	638.3000 Removing Small Sign Supports	6.000 EACH	_____.	_____.
0086	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0088	643.0420 Traffic Control Barricades Type III	1,870.000 DAY	_____.	_____.
0090	643.0705 Traffic Control Warning Lights Type A	3,060.000 DAY	_____.	_____.
0092	643.0900 Traffic Control Signs	1,445.000 DAY	_____.	_____.
0094	643.1050 Traffic Control Signs PCMS	14.000 DAY	_____.	_____.
0096	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0098	645.0111 Geotextile Type DF Schedule A	130.000 SY	_____.	_____.



Proposal Schedule of Items

Page 4 of 4

Proposal ID: 20191112023 Project(s): 9108-02-71

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
0100	645.0120 Geotextile Type HR	640.000 SY	_____.	_____.
0102	646.1020 Marking Line Epoxy 4-Inch	1,300.000 LF	_____.	_____.
0104	650.4500 Construction Staking Subgrade	225.000 LF	_____.	_____.
0106	650.5000 Construction Staking Base	225.000 LF	_____.	_____.
0108	650.6500 Construction Staking Structure Layout (structure) 01. B-42-132	LS	LUMP SUM	_____.
0110	650.9910 Construction Staking Supplemental Control (project) 01. 9108-02-71	LS	LUMP SUM	_____.
0112	650.9920 Construction Staking Slope Stakes	225.000 LF	_____.	_____.
0114	690.0150 Sawing Asphalt	52.000 LF	_____.	_____.
0116	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0118	715.0502 Incentive Strength Concrete Structures	2,370.000 DOL	1.00000	2,370.00
0120	SPV.0060 Special 01. Underwater Substructure Inspection B-42-132	1.000 EACH	_____.	_____.
0122	602.0405 Concrete Sidewalk 4-Inch	175.000 SF	_____.	_____.
0124	SPV.0105 Special 01. Interpretive Sign Feature	LS	LUMP SUM	_____.
0126	SPV.0105 Special 02. Grading, Shaping, and Finishing Interpretive Area	LS	LUMP SUM	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.