

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **032**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Jackson	3700-50-52	N/A	C Black River Falls, Water Street; Cth A Intersection	USH 012

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: December 10, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time July 10, 2020	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
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: Excavation, Base, Asphaltic Surface, Curb and Gutter, Sidewalk, Signs, Pavement Marking, Traffic Signals	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](http://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, 4<sup>th</sup> 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 3700-50-52, C Black River Falls, Water Street, CTH A Intersection, USH 12, Jackson 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, 2020 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 (20190618)

**2. Scope of Work.**

The work under this contract shall consist of installation of a traffic signal, geometric improvements, asphaltic paving, storm sewer adjustments, pavement markings, signing, 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.

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

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

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

**4. Traffic.**

Accomplish the construction sequence, including the associated traffic control as detailed in the Construction Staging section of the plans, and as described in this Traffic article.

Construction traffic shall not exit the work zone between traffic control drums set for a lane closure.

A minimum of 16 feet clear width, existing 12 feet lane width + 4 feet shoulder width, must be maintained on USH 12. A minimum 12 feet lane width must be maintained on CTH A.

**Traffic Staging**

Do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.



All Stages: All traffic at the USH 12 and CTH A intersection shall be controlled by a temporary traffic signal throughout all of construction.

Stage 1: All traffic shall be maintained within their existing lanes.

Stage 2A: The CTH A right turn lane shall be closed and there shall be one shared left turn/right turn lane at the USH 12 intersection, and CTH A traffic shall be shifted towards the north side of the roadway. All traffic shall be maintained within their existing lanes along USH 12.

Stage 2B: This stage shall be completed during nighttime working hours and shall be completed in a single night. Traffic shall be maintained the same as Stage 2A, except CTH A shall have flagging operations approximately 300-ft from the USH 12 intersection.

Stage 3A: USH 12 shall be reduced to a single lane in both the northbound and southbound directions with all traffic shifting to the outside lanes near the CTH A intersection. A northbound left turn lane shall be provided at the CTH A intersection and a southbound left turn lane shall be provided at the Washington Street intersection. The southbound USH 12 single lane closure extends through the I-94 interchange area. All traffic shall shift to the inside lane in this area due to the I-94 ramp closure. The I-94 free-flow eastbound off-ramp to southbound USH 12 shall be closed during this stage due to single lane closures along USH 12 extending through this intersection. This movement is still allowed, but all off-ramp traffic shall approach USH 12 in a single lane at the existing stop controlled intersection. CTH A traffic shall be shifted to the north side of the roadway with both a left turn lane and right turn lane provided at the USH 12 intersection.

Note: Work shown during Stages 3A and Stage 3B at Chestnut Street shall be completed early in Stage 3A or late in Stage 3B to minimize the full closure time to this side road. The full closure shall not last longer than 3 continuous working days. This closure shall not include a signed detour.

Stage 3B: USH 12 shall be reduced to a single lane in both the northbound and southbound directions with all traffic shifting to the inside lanes. All lanes along southbound USH 12 shall be open at, and downstream of the CTH A intersection. The northbound USH 12 single lane closure shall continue through the CTH A intersection. The southbound USH 12 single lane closure extends through the I-94 interchange area. The I-94 free-flow eastbound off-ramp to southbound USH 12 shall be closed during this stage due to single lane closures along USH 12 extending through this intersection. This movement is still allowed, but all off-ramp traffic shall approach USH 12 in a single lane at the existing stop controlled intersection. CTH A traffic shall be shifted to the north side of the roadway with both a left turn lane and right turn lane provided at the USH 12 intersection. The Washington Street traffic shall not be allowed to complete a right turn movement onto northbound USH 12 during single lane closures on USH 12.

Note: The right turn restriction from Washington Street onto USH 12 shall not last longer than seven continuous working days

Stage 4: Eastbound CTH A traffic shall be shifted to the south side of the roadway with both a left turn lane and right turn lane provided at the USH 12 intersection. All traffic shall be maintained within their permanent lanes along USH 12.

Stage 5: All traffic shall be maintained within their existing lanes.

### **Traffic Restrictions**

Flagging operations along CTH A (Stage 2B) must be completed during nighttime hours and are only permitted from 10:00 PM to to 6:00 AM.

The full closure of Chestnut Street shall not last longer than three continuous working days.

The right turn restriction from Washington Street onto USH 12 shall not last longer than seven continuous working days.

### **Property Access**

There shall be one entrance maintained throughout construction to the Subway located on the south side of CTH A. During Stage 2A of construction the entrance to Subway shall be maintained off Chestnut Street. All other access to commercial and private entrances shall be maintained during construction.

## Advance Notification

Notify the organizations below 48 hours in advance of the start of work, closures of existing roads, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for such work to be done on the following Monday.

### State Patrol/County Sheriff/Local Police

Wisconsin State Patrol – Northwest Region  
(608) 374-0513

Jackson County Sheriff  
(715) 284-5357

Black River Falls Police Department  
(715)-284-9155

### Fire Departments/EMS/Ambulance

Black River Falls EMS Services  
(715) 284-2656

Black River Falls Area Fire Department  
(715) 284-2656

### School Districts

Black River Falls School District  
(715) 284-4357

### County Highway Department

Jackson County  
(715) 284-0233

## Wisconsin Lane Closure System Advance Notification

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

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

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

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

## 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of

equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 22, 2020 to 6:00 AM Tuesday, May 26, 2020 for Memorial Day;
- From noon Thursday, July 2, 2020 to 6:00 AM Monday, July 6, 2020 for Independence Day;

stp-107-005 (20181119)

## **6. Utilities.**

This contract comes under the provision of Administrative Rule Trans 220.

stp-107-065 (20080501)

Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities with underground facilities in the area, as required per state statutes. Use caution to maintain the integrity of utilities and maintain code clearances from overhead facilities at all times. Coordinate with the engineer to adjust plans as needed to avoid any unanticipated utility conflicts.

The following utility companies have facilities within the project area:

### **CenturyLink – Communication Line**

CenturyLink has existing overhead facilities along the east side of Chestnut Street in the project area and crosses CTH A near Station 11+25'A'.

No conflict is anticipated.

### **Charter Communications – Communication Line**

Charter has existing overhead facilities along the north side of CTH A in the project area, crosses USH 12 near Station 106+70'WB', along the east side of Chestnut St in the project area, and crosses CTH A near Station 11+25'A'.

No conflict is anticipated.

### **City of Black River Falls – Electric**

The city has existing overhead electric facilities along north side of CTH A in the project area, along the west side of USH 12 located south of Station 105+00'EB', crosses USH 12 near Station 106+70'WB', and crosses USH 12 near Station 105+25'EB'.

The poles near Station 106+50'WB' and Station 104+75'EB' conflicts with the project.

The City of Black River Falls will remove one street light located near Station 106+50'WB' and one street light located near Station 104+75'EB', including the overhead electric crossing USH 12 near Station 105+25'EB' and all other overhead electric associated with these street lights. Final removal is anticipated to be completed prior to construction.

No other conflicts anticipated.

### **City of Black River Falls –Water**

The city has existing underground water facilities along the north and south side of CTH A between Station 8+00'A' and Station 11+50'A', crosses CTH A near Station 11+50'A', and along the east side of USH 12 located south of Station 102+50'WB'.

No conflict is anticipated.

### **We Energies – Gas**

We Energies has existing underground gas facilities along the west side of USH 12 from Station 101+50'EB' to Station 105+00'EB', along the south side of CTH A in the project area, crosses CTH A near Station 13+50'A', and crosses USH 12 near Station 102+75'EB'.

No conflict is anticipated.

## **7. Nighttime Work Lighting-Stationary.**

### **A Description**

This special provision describes furnishing portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

### **B (Vacant)**

### **C Construction**

#### **C.1 General**

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days before the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

#### **C.2 Portable Lighting**

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

#### **C.3 Light Level and Uniformity**

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

#### **C.4 Glare Control**

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

### **C.5 Continuous Operation**

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

#### **D (Vacant)**

#### **E Payment**

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

stp-643-010 (20100709)

## **8. General Requirements for Electrical Work.**

*Replace standard spec 651.3.3 (3) with the following:*

Notify the engineer and request a signal inspection at least 5 business days before the date of the requested inspection. In the event of deficiencies, request a reinspection when the work is corrected. The engineer will not authorize turn-on until the contractor corrects deficiencies.

Electrical item inspections are required at the following times: after the staking of all electrical underground items, before the pouring of all lighting, signal, and cabinet bases; before cable and wire are pulled; during field terminations at signal and lighting bases; and prior to the installation of any poles, standards, or other above ground electrical items.

Request electrical inspections of the completed signal and lighting work to the engineer at least five working days prior to the time of the required inspection. Notify the Northwest Region – Eau Claire Office Electrical Field Unit at (715) 577-0662 to coordinate the inspection. The department's region electrical personnel will perform the inspection.

## **9. Install Conduit Into Existing Item, Item 652.0700.S.**

#### **A Description**

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

#### **B Materials**

Use 2-inch nonmetallic conduit, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the standard spec.

#### **C Construction**

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for entering conduits at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

#### **D Measurement**

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

stp-652-070 (20100709)

**10. Electrical Service Meter Breaker Pedestal USH 12 & CTH A, Item 656.0200.01.**

*Replace standard spec 656.2.3 (1) with the following:*

Furnish an approved service having a meter breaker pedestal, 22,000-AIC circuit breakers unless the local utility requires otherwise, grounding electrodes and connections, conduit and fittings, and necessary conductors and equipment required by the WSEC and the utility for a service connection. Furnish a pedestal with a 50 A main breaker. When the meter breaker pedestal is energized, install an approved meter seal at all access points on the meter trough. Meter shall be time of use type.

**11. Traffic Signals, General**

Note that there is a several month backorder for delivery of monotube traffic signal equipment. Provide as much advance notice as possible to the monotube manufacturer to ensure timely delivery.

All traffic signal work shall be according to the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2020 edition, and these plans and specifications.

Note that failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractor's expense. Also, any additional disruption of state-owned facilities shall be repaired or relocated as needed at the contractor's expense.

Notify the Northwest Region – Eau Claire Office Electrical Field Unit at (715) 577-0662 at least three weeks prior to the beginning of the traffic signal work.

All overhead permanent signal equipment along USH 12 shall have a 20-foot clearance to the surface of the roadway to maintain an existing high clearance route.

**Department Furnished Equipment**

The Northwest Region electrical unit will furnish the traffic signal controller, the traffic signal cabinet and all items internal to it, CAT-5E cable, and all equipment, excluding cable, for Emergency Vehicle Preemption systems. The Northwest Region electrical unit will install the cabinet and complete all connections inside. The contractor shall install the department furnished EVP items external to the cabinet. The contractor shall provide all stainless steel banding materials and incidental items necessary for installation.

Notify the Northwest Region – Eau Claire Office Electrical Unit at (715) 577-0662 and make arrangements for picking up the remaining northwest region furnished materials three working days prior to picking the materials up. Transport Northwest Region furnished materials from the Northwest Region – Eau Claire Office Electrical Shop, Highway 53 South, Eau Claire, WI, to the project location.

**12. Traffic Signal Face 3S 12-Inch, Item 658.0173; Traffic Signal Face 4S 12-Inch, Item 658.0174.**

*Replace standard spec 658.2 (2) with the following:*

(2) Furnish materials from the department's QPL as follows:

- Traffic signal faces including signal housings, backplates, retroreflective backplates, tunnel visors, and LED modules.
- Pedestrian signal faces including signal housing and LED modules.
- Pedestrian push buttons.
- Signal mounting hardware.

**13. Temporary Traffic Signals for Intersections – USH 12 & CTH A, Item 661.0200.01.**

*Add the following to standard spec 661.2.1:*

(6) All wood poles shall be plumb and level.

*Replace standard spec 661.3.1(2) with the following:*

(2) Request a signal inspection of the complete temporary traffic signal installation. Make this request to the engineer at least five working days before the requested inspection. Notify the Northwest Region – Eau Claire Office Electrical Field Unit at (715) 577-0662 to coordinate the inspection. The department's region electrical personnel will perform the inspection.

*Add the following to standard spec 661.3.1.4:*

(4) Arrange for monthly inspections with the engineer to check the height of the span wire above the roadways. Ensure the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 24-hours of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each monthly inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide to the engineer all documentation related to the monthly span wire height checks and all records related to maintenance performed on the temporary traffic signal installations to the engineer.

*Replace standard spec 661.5 with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
661.0200.01	Temporary Traffic Signals for Intersections – USH 12 & CTH A	LS

(2) Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation; and for removal. Payment also includes the following:

1. Furnishing and installing replacement equipment.
2. The cost of delivery and pick-up of the cabinet assemblies.
3. Removal of service and site restoration.
4. Inspection and documentation
5. All utility charges for installation, disconnection, and energy service through project completion.

(3) Payment for Generators is full compensation for providing, maintaining, and operating generators, including fuel and oil; for providing and locating a backup generator at the site; and for providing flaggers if required.

**14. Inlets 6-FT Diameter Special, Item SPV.0060.01.**

**A Description**

This special provision describes furnishing and installing 6-FT diameter inlets with an offset rectangular opening as shown on the plans and as hereinafter provided.

**B Materials**

Conform to standard spec 611.

**C Construction**

Conform to standard spec 611.

**D Measurement**

The department will measure Inlets 6-FT Diameter Special by each unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Inlets 6-FT Diameter Special	EACH

Payment is full compensation for furnishing and installing all materials, including all masonry, conduit and sewer connections, steps and other fittings; for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

The department will pay separately for covers, including frames, grates and lids.

## **15. Install State Supplied CAT-5E Cable, Item SPV.0090.01.**

### **A Description**

This special provision describes the transporting and installing of state supplied CAT-5E Cable.

### **B Materials**

Pick up the state-supplied CAT-5E cable at the Northwest Region – Eau Claire Office Electrical Field Unit at 5009 USH 53 South, Eau Claire, WI 54701. Notify the Electrical Field Unit at (715) 577-0662 to make arrangement for picking up the department furnished materials at least five working days prior to material pick-up.

### **C Construction**

Install the CAT-5E Cable according to the plans from the luminaire arms to the cabinet. Provide an extra 6-foot loop of cable in each pull box. Provide an extra 12-foot loop of cable at locations provided by the engineer. All open field ends shall be taped and covered with a sealant according to standard spec 655.3.1.

Mark the cabinet end of the CAT-5E Cable appropriately to indicate the equipment label (i.e. V1, V2, etc.) in the traffic signal control cabinet. Neatly coil a minimum of 15-feet of extra cable in the traffic signal cabinet for connection to the traffic signal cabinet equipment by others.

Notify the Northwest Region – Eau Claire Office Electrical Field Unit at (715) 577-0662 upon installation completion at the intersection.

### **D Measurement**

The department will measure Install State Supplied CAT-5E Cable by the linear foot of cable, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Install State Supplied CAT-5E Cable	L.F.

Payment is full compensation for transporting and installing CAT-5E Cable; for furnishing and installing all connectors, including wire nuts, splice kits, tape, insulating varnish or sealant.

## **16. Install State Furnished EVP Detector Heads and Mounting Brackets USH 12 & CTH A, Item SPV.0105.01.**

### **A Description**

This special provision describes the transporting and installing of department furnished Emergency Vehicle Preemption (EVP) detector heads and mounting brackets on poles at the USH 12 & CTH A intersection as shown in the plans.

### **B Materials**

Use materials furnished by the department including EVP detector heads and department furnished mounting brackets.



Pick up the department furnished materials at the department's Electrical Shop located at 5009 USH 53 South, Eau Claire, WI 54701. Notify the department's Electrical Field Unit at (715) 577-0662 and make arrangements for picking up the department furnished materials at least five working days prior to picking the materials up.

### **C Construction**

Install the EVP detector heads. Terminate the EVP cable ends at the EVP detector heads as shown on the plans. The department will determine the exact location to ensure the installation does not create a sight obstruction. The department will install the discriminator and card rack in the cabinet.

Notify the department's Electrical shop at (715) 577-0662 upon completion of the installation of the EVP detector heads.

### **D Measurement**

The department will measure Install State Furnished EVP Detector Heads and Mounting Brackets USH 12 & CTH A as a single lump sum unit of work, in place and accepted.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Install State Furnished EVP Detector Heads and Mounting Brackets USH 12 & CTH A	LS

Payment is full compensation for transporting and installing of department furnished EVP detector heads and terminating the EVP cable ends at the detector heads.

## **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:

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#### 104.3 Contractor Notification

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

##### 104.3.1 General

- (1) Subsection 104.3 specifies the step-by-step communication process to be followed to expedite the resolution of potential contract revisions identified by the contractor. Both contractor actions and department responses are outlined. The contractor's non-compliance with the requirements of 104.3 may constitute a waiver of entitlement to a pay adjustment under 109.4 or a time extension under 108.10. The department and contractor can mutually agree to extend any time frame specified throughout 104.3.

##### 104.3.2 Contractor Initial Oral Notification

- (1) If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, the contractor must promptly provide oral notification to the project engineer. Upon notification, the project engineer will attempt to resolve the identified issue.

##### 104.3.3 Contractor 5-Day Written Statement

- (1) If the project engineer has not responded or resolved the identified issue within 5 business days after receipt of initial notification, provide a contractor written statement to the project engineer in the following format:

###### Part 1 - Executive Summary (label page 1.1 through page 1.x)

Include a detailed, factual statement of the request for additional compensation and contract time. Include the date the issue was identified, the date initial notification was given to the project engineer, and the dates and specific locations of work involved.

###### Part 2 - Contractor's Basis of Entitlement (label page 2.1 through page 2.x)

Include references to relevant contract provisions and a narrative summarizing how the contract provisions support the request for a revision to the original contract.

###### Part 3 - Contractor's Request for Damages (label page 3.1 through page 3.x)

When requesting additional compensation, include an itemized list of costs with a narrative supporting the requested amount and explaining how the costs are tied to the requested contract revision.

When requesting additional contract time, include a copy of the schedule that was in effect when the issue occurred and a detailed narrative explaining how the issue impacted controlling items of work. Provide a time impact analysis utilizing base and updated schedules.

If the full extent of either compensation or time is not known at the date of submittal of the contractor 5-Day written statement, provide a brief statement as to why, and include estimated compensation and time.

###### Part 4 - Supporting Documentation (label page 4.1 through page 4.x)

Include copies of the following:

- A. Relevant excerpts from specifications, special provisions, plans, change orders, or other contract documents.
  - B. Communication on the issue, including: letters, e-mails, meeting minutes, etc.
  - C. Any other documentation to support or clarify the contractor's position, including: daily work records, cost summary sheets, weigh tickets, test results, sketches, etc.
- (2) With the submittal of the written statement, the contractor may also request a meeting with the region.

##### 104.3.4 Region One-Day Written Acknowledgment

- (1) Within one business day after the contractor provides the 5-day written statement, the project engineer will provide a region one-day written acknowledgment to the contractor. The project engineer will continue to resolve the issue.

##### 104.3.5 Region 5-Day Written Response

- (1) Within 5 business days after receiving the contractor 5-day written statement, the project engineer may request specific additional information to allow the project engineer to decide whether item 1 or 2 of 104.3.6(1) applies. The project engineer will state the information needed and date it is to be

received for further review. Submit additional information as an amendment to the contractor 5-day written statement.

#### **104.3.6 Region Final Decision**

- (1) Within 10 business days after receiving the contractor 5-day written statement or additional information requested in 104.3.5(1), whichever comes last, the region will consider all information and provide a region final decision in writing to the contractor with one or more of the following responses:
    1. The region will confirm that the contractor is entitled to a contract revision and a contract change order is necessary as specified in 104.2. The project engineer will give direction concerning the potential change.
    2. The region will deny that the contractor is entitled to a contract revision. The project engineer will provide a statement as to why the issue is not a change to the contract. At a minimum, the project engineer will respond to the contractor's issues and refer to the contract to show why the issues are not a change from the original contract.
  - (2) If the contractor does not agree with the region's decision the contractor may pursue the issue as a claim as specified in 105.13. Alternatively, if the contractor and department mutually agree, the department will get a third-party advisory opinion according to the department's dispute resolution procedures.
  - (3) If a third party reviews the issue, their recommendation is not binding on either party. The region has 10 business days after receipt of the third party's written recommendation to render a decision. If the department fails to respond in writing within those 10 business days or the contractor disagrees with the region's decision, the contractor may pursue the issue as a claim as specified in 105.13.
- 

#### **104.6.1.2.1 General**

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

- (1) Conduct construction operations and provide facilities required to maintain the portion of the project open to the public in a condition that safely and adequately accommodates public traffic. Use barricades, signs, flaggers, and temporary barrier as specified in part VI, of the WMUTCD and ensure that the contractor's use of the right-of-way conforms to 107.9. Throughout the life of the contract, and as the engineer directs, conduct construction operations and provide facilities as follows:
    - Conduct flagging operations conforming to plan details and the department's flagging handbook.
    - Use drums, barricades, and temporary barrier to delineate and shield abrupt drop-offs and other hazards.
    - Furnish, erect, and maintain traffic control devices and facilities conforming to 643.
    - Furnish, erect, and maintain temporary pedestrian devices and facilities conforming to 644.
- 

#### **104.6.1.2.2 Flagging**

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

- (3) Provide associated advanced warning signs that meet the retroreflective requirements of 637.2.2.2. Provide temporary portable rumble strips from the department's APL installed according to manufacturer's instructions and as specified in the flagging plan details. Provide guidance service through the worksite using pilot vehicles if required.

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

- (5) Flagging is incidental to the contract and includes costs for advance signing, temporary portable rumble strips, and pilot vehicle guidance service.

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**104.8 Rights in the Use of Materials Found on the Project**

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

- (2) Do not excavate or remove material from within the right-of-way that is not within the vertical and horizontal excavation limits the plans show except as follows:
- If the contract does not identify potential source areas, obtain written authorization from the engineer to use those sources. Complete required environmental documentation and obtain necessary permits. The department will reduce pay by \$1.50 per cubic yard under the Material from Right-of-Way administrative item for material obtained from those areas.
  - If the contract identifies potential source areas that were evaluated and permitted in the original environmental document, do not begin excavating in those areas until the engineer allows in writing. Additional environmental documentation and environmental permits are not required. The department will not reduce pay for material obtained from those areas.

The department may suspend use of these sources if the contractor's operation affects the essential functions or characteristics of the project.

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**104.10.1 General**

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

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

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

- (5) The department will consider a CRI that changes but does not impair the essential functions or characteristics of the project. These functions or characteristics include, but are not limited to, appearance, service life, economy of operations, ease of maintenance, design, and safety of structures and pavements, construction phasing or procedures, or other contract requirements. The department will not consider a CRI that changes the following:
- Permanent pavement type.
  - Permanent structural cross section above the subgrade.
- 

**104.10.2 Submittal and Review of a CRI Concept**

Replace paragraphs five and six with the following effective with the December 2019 letting:

- (5) The department may consider a CRI concept that addresses a potential change under 104.2.
- (6) The department will not implement a contractor-initiated CRI concept, or portion of that concept, without sharing the cost savings with the contractor as specified in 104.10.4.2.
- (7) The savings generated by the CRI must be sufficient to warrant its review and processing and offset the level of risk. The department will assess the risk of the CRI relative to departmental design policies and criteria for the project. The department may reject a CRI concept for the following reasons:
1. It requires excessive time or costs for the contractor to develop the CRI proposal.
  2. It requires excessive time or costs for review, evaluation, investigation, or implementation.
  3. It introduces an inappropriate level of risk.

**104.10.4.2 Payment for the CRI Work**

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

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

$$NS = CW - CRW - CC - DC$$

Where:

**NS** = Net Savings

**CW** = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.

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

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

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

**105.13 Claims Process for Unresolved Changes**

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

**105.13.1 General**

- (1) Before submitting a claim, the department and contractor can mutually agree to have the department get a third-party advisory opinion as specified in 104.3.6.
- (2) The department and contractor can mutually agree to extend any time frame specified throughout 105.13 and can mutually agree to utilize an alternative dispute resolution method at any point before the department renders its final decision.
- (3) The department and contractor share costs related to referral to a dispute review board (DRB) as prescribed in the department's dispute resolution procedures.

**105.13.2 Notice of Claim**

- (1) If the contractor has followed the procedures for revising the contract specified in 104.2 and provided the notification specified in 104.3, but still disagrees with the region, the contractor may pursue the issue as a claim. File a notice of claim with the project engineer concerning the disagreement within 14 calendar days of receiving the region's decision under 104.3.6(1).
- (2) The project engineer may deny the applicable portion of a claim if the contractor does not do the following:
  1. File the notice of claim within 14 calendar days as specified in 105.13.2(1).
  2. Give the project engineer sufficient access to keep a record of the actual labor, materials, and equipment used to perform the claimed work.

- (3) Upon filing the notice of claim, maintain records as specified for force account statements in 109.4.5. Unless the project engineer issues a suspension, continue to perform the disputed work. The department will continue to make progress payments to the contractor as specified in 109.6.

**105.13.3 Submission of Claim**

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than the end of the time allowed under 109.7 for the contractor to respond in writing to the engineer-issued semi-final estimate. If the contractor does not submit the claim within that response time, the department will deny the claim.
- (2) The department will not accept the submission of a claim until the resolution process in 104.3 has been completed and the contractor makes no further requests to submit updated information that may affect the region's final decision.

**105.13.4 Content of Claim**

- (1) The final contractor written statement under 104.3.3 is considered the content of the claim. If the contractor makes a request to submit updated information that may affect the region's final decision under 104.3.6, submit the updated information as an amendment to the contractor written statement and continue the resolution process in 104.3 before submitting a claim.
- (2) The department may refer the claimant of a false claim to the appropriate authority for criminal prosecution. Certify the claim using the following form:

The undersigned is duly authorized to certify this claim on behalf of (the contractor).

(The contractor) certifies that this claim is made in good faith, that the supporting data are accurate and complete to the best of (the contractor's) knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which (the contractor) believes that the department is liable.

(THE CONTRACTOR)

By: \_\_\_\_\_

(Name and Title)

Date of Execution: \_\_\_\_\_

**105.13.5 Department Final Decision**

- (1) The department will have up to 28 calendar days, from the contractor's submission of the claim, to perform a final review of the claim and conduct all meetings. The department may request, in writing, that the contractor submit additional information related to the claim. Submit that additional information, or notify the department in writing to base its decision on the information previously submitted. Either the contractor or region may request a meeting to present their views. Before the meeting, both parties will agree upon written ground rules for the meeting.
- (2) Upon completion of the 28 calendar days for the department's review and meetings, the department will have up to 21 calendar days to render a written decision. The department will consider written and oral submissions from the contractor and region, and may consider other relevant information in the project records.
- (3) The department will provide the following in its final decision:
  1. A concise description of the claim.
  2. A clear, contractual basis for its decision that includes a reference to 104.2 on revisions to the contract and as appropriate, specific reference to language regarding the bid items in question.
  3. Other facts the department relies on to support its decision.
  4. A concise statement of the circumstances surrounding the claim and reasons for its decision. If the department rejects the claim in whole or in part, the department will explain why the claimed work is not a change to the contract work.
  5. The amount of money or other relief, if any, the department will grant the contractor.
- (4) If the contractor disagrees with the department's final decision, the contractor may initiate a legal action pursuant to state statutes.

**106.3.4.2.2.2 Freeze-Thaw Soundness**

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

- (1) Perform freeze-thaw soundness testing according to AASHTO T103 as modified in CMM 8-60.2. Provide freeze/thaw soundness test results based on the fraction retained on the No. 4 sieve as follows:
  1. Using virgin crushed stone aggregates produced from limestone/dolomite sources in one or more of the following counties or from out of state:
 

Brown	Columbia	Crawford	Dane	Dodge
Fond du Lac	Grant	Green	Green Lake	Iowa
Jefferson	Lafayette	Marinette	Oconto	Outagamie
Rock	Shawano	Walworth	Winnebago	
  2. Using gravel aggregates produced from pit sources in one or more of the following counties or from out of state:
 

Dodge	Washington	Waukesha
-------	------------	----------

**208.5 Payment**

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

- (3) The department will adjust pay for material obtained from within the project right-of-way limits but outside project excavation limits, furnished under 208.2.2, as specified in 104.8.

**301.2.3 Sampling and Testing**

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

- (1) Department and contractor testing shall conform to the following:

Sampling <sup>[1]</sup> .....	AASHTO T2
Percent passing the 200 sieve .....	AASHTO T11
Gradation <sup>[1]</sup> .....	AASHTO T27
Gradation of extracted aggregate .....	AASHTO T30
Moisture content <sup>[1]</sup> .....	AASHTO T255
Liquid limit .....	AASHTO T89
Plasticity index .....	AASHTO T90
Wear .....	AASHTO T96
Sodium sulfate soundness (R-4, 5 cycles) .....	AASHTO T104
Freeze/thaw soundness <sup>[1]</sup> .....	AASHTO T103
Lightweight Pieces in Aggregate .....	AASHTO T113
Fracture .....	ASTM D5821 as modified in CMM 8-60
Moisture/density <sup>[1]</sup> .....	AASHTO T99 and AASHTO T180
In-place density <sup>[1]</sup> .....	AASHTO T191
Asphaltic material extraction .....	CMM 8-36 WisDOT Test Method 1560

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



**301.2.4.5 Aggregate Base Physical Properties**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Furnish aggregates conforming to the following:

**TABLE 301-2 AGGREGATE BASE PHYSICAL PROPERTIES**

PROPERTY	CRUSHED STONE	CRUSHED GRAVEL	CRUSHED CONCRETE	RECLAIMED ASPHALT	REPROCESSED MATERIAL	BLENDED MATERIAL
Gradation AASHTO T27						
dense	305.2.2.1	305.2.2.1	305.2.2.1	305.2.2.2	305.2.2.1	305.2.2.1 <sup>[1]</sup>
open-graded	310.2	310.2	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Wear AASHTO T96 loss by weight	<=50%	<=50%	note <sup>[2]</sup>	—	note <sup>[2]</sup>	note <sup>[3]</sup>
Sodium sulfate soundness AASHTO T104 loss by weight						
dense	<=18%	<=18%	—	—	—	note <sup>[3]</sup>
open-graded	<=12%	<=12%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Freeze/thaw soundness AASHTO T103 <sup>[6]</sup> loss by weight						
dense	<=18%	<=18%	note <sup>[2]</sup>	—	—	note <sup>[3]</sup>
open-graded	<=18%	<=18%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Liquid limit AASHTO T89	<=25	<=25	<=25	—	—	note <sup>[3]</sup>
Plasticity AASHTO T90	<=6 <sup>[4]</sup>	<=6 <sup>[4]</sup>	<=6 <sup>[4]</sup>	—	—	note <sup>[3]</sup>
Fracture ASTM D5821 <sup>[6]</sup> min one face by count						
dense	58%	58%	58%	—	note <sup>[5]</sup>	note <sup>[3]</sup>
open-graded	90%	90%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>

<sup>[1]</sup> The final aggregate blend must conform to the specified gradation.

<sup>[2]</sup> No requirement for material taken from within the project limits. For material supplied from a source outside the project limits:

- LA wear maximum of 50 percent loss, by weight.
- Freeze thaw maximum of 42 percent loss, by weight.

<sup>[3]</sup> Required as specified for the individual component materials defined in columns 2 - 6 of the table before blending.

<sup>[4]</sup> For base placed between old and new pavements, use crushed stone, crushed gravel, or crushed concrete with a plasticity index of 3 or less.

<sup>[5]</sup> >=75 percent by count of non-asphalt coated particles.

<sup>[6]</sup> as modified in CMM 8-60.

**450.2.2 Aggregate Sampling and Testing**

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

- (1) The department and the contractor will sample and test according to the following methods, except as revised with the engineer's approval:
- |  |             |
|--|-------------|
| Sampling aggregates .....                                      | AASHTO T2   |
| Material finer than No. 200 sieve .....                        | AASHTO T11  |
| Sieve analysis of aggregates .....                             | AASHTO T27  |
| Mechanical analysis of extracted aggregate .....               | AASHTO T30  |
| Sieve analysis of mineral filler .....                         | AASHTO T37  |
| Los Angeles abrasion of coarse aggregate .....                 | AASHTO T96  |
| Freeze-thaw soundness of coarse aggregate <sup>[1]</sup> ..... | AASHTO T103 |
| Sodium sulfate soundness of aggregates (R-4, 5 cycles) .....   | AASHTO T104 |
| Extraction of bitumen .....                                    | AASHTO T164 |

<sup>[1]</sup> As modified in CMM 8-60.2.

**450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve**

Add 450.3.2.6.3 as a new subsection effective with the December 2019 letting:

**450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve**

- (1) Compact asphaltic mixture using the roller pattern established during construction of a control strip. Use 2 or more rollers per paver if placing more than 165 tons per hour.
- (2) On the first day of production, construct a control strip under the direct observation of department personnel. After compacting the control strip with a minimum of 3 passes, mark the gauge outline and take a one-minute wet density measurement using a nuclear density gauge in back scatter mode at a single location. Take a density measurement at the same location after each subsequent pass. Continue compacting and testing until the increase in density is less than 1 pcf for 3 consecutive passes. Submit the final roller pattern to the engineer in writing. Once the roller pattern is established do not change the pattern or decrease the number, type, or weight of rollers without the engineer's written approval.
- (3) After establishing the roller pattern, and under the direct observation of the engineer, cut at least one 4-inch diameter or larger core from the control strip density gauge outline. Prepare cores and determine density according to AASHTO T166. Dry cores after testing. Fill core holes and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.

**450.3.2.8 Jointing**

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

- (3) Construct notched wedge longitudinal joints for mainline paving of HMA layers 1.75 inches or greater. Extend the wedge beyond the normal lane width as the plans show or as the engineer directs.

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

- (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 or vibratory plate compactor the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
- (6) Clean longitudinal and transverse joints coated with dust and, if necessary, paint with hot asphaltic material, a cutback, or emulsified asphalt to ensure a tightly bonded, sealed joint.

**455.2.5 Tack Coat**

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

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, or modified emulsified asphalt with an "h" suffix, unless the contract specifies otherwise.

**460.2.2.3 Aggregate Gradation Master Range**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

**TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS**

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm)	No. 2 (25.0 mm)	No. 3 (19.0 mm)	No. 4 (12.5 mm)	No. 5 (9.5 mm)	No. 6 (4.75 mm)	SMA No. 4 (12.5 mm)	SMA No. 5 (9.5 mm)
50.0-mm	100							
37.5-mm	90 - 100	100						
25.0-mm	90 max	90 - 100	100					
19.0-mm	—	90 max	90 - 100	100			100	
12.5-mm	—	—	90 max	90 - 100	100		90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm	—	—	—	—	90 max	90 - 100	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm	—	—	—	—	—	30 - 55	—	—
0.60-mm	—	—	—	—	—	—	18 max	18 max
0.075-mm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min <sup>[1]</sup>	15.0 min <sup>[2]</sup>	16.0 - 17.5	16.0 min	17.0 min

<sup>[1]</sup> 14.5 for LT and MT mixes.

<sup>[2]</sup> 15.5 for LT and MT mixes.

**460.2.7 HMA Mixture Design**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. Ensure that SMA mixture designs adhere to AASHTO R 46 and AASHTO M 325 in addition to the required test procedures outlined in CMM 8-66 table 1 and CMM 8-66 table 2. Determine the specific gravity of fines or super fines used as a mineral filler or additional stabilizer in SMA designs according to AASHTO T 100. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 8-60.2) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860) (one face/2 face, % by count)	65/___	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 <sup>[1]</sup>	43 <sup>[1]</sup>	45	45
Sand Equivalency (AASHTO T176, min)	40	40 <sup>[2]</sup>	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)	<= 4	<= 4	<= 4	<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 <sup>[3]</sup>	<= 89.0 <sup>[3]</sup>	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio <sup>[4]</sup> (% passing 0.075/Pbe)	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[6] [8]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[10] [11]</sup>				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.80 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	___	___	___	<= 0.30
Minimum Effective Asphalt Content, Pbe (%)	___	___	___	5.5

<sup>[1]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified fine aggregate angularity is 43 for LT and 45 MT mixes.

<sup>[2]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified sand equivalency is 43 for MT mixes.

<sup>[3]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[4]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[5]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified dust to binder ratio limits are 1.0 - 2.0 for LT mixes and 1.5 - 2.0 for MT and HT mixes.

<sup>[6]</sup> For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

<sup>[7]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[8]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[9]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[10]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[11]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

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#### **460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

*Replace paragraph four with the following effective with the December 2019 letting:*

- (4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

Blended aggregate gradations:

Drum plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to AASHTO T11 and T27.

Batch plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Asphalt content (AC) in percent:

AC by ignition oven according to AASHTO T308 (CMM 8-36.6.3.6), by chemical extraction according to AASHTO T-164 method A or B; or by automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Bulk specific gravity of the compacted mixture according to AASHTO T166.

Maximum specific gravity according to AASHTO T209.

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

VMA by calculation according to AASHTO R35.

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#### **460.2.8.2.1.4.2 Control Charts**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Maintain standardized control charts at the laboratory. Record contractor test results on the charts the same day as testing. Record data on the standardized control charts as follows:
- Blended aggregate gradation tests in percent passing. Of the following, plot sieves required in table 460-1: 37.5-mm, 25.0-mm, 19.0-mm, 12.5-mm, 9.5-mm, 4.75-mm, 2.36-mm, 1.18-mm, 0.60-mm, and 0.075-mm.
  - Asphalt material content in percent.
  - Air voids in percent.
  - VMA in percent.
- (2) Plot both the individual test point and the running average of the last 4 data points on each chart. Show QC data in black with the running average in red. Draw the warning limits with a dashed green line and the JMF limits with a dashed red line. The contractor may use computer generated black-and-white printouts with a legend that clearly identifies the specified color-coded components.

**460.2.8.2.1.5 Control Limits**

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

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
4.75-mm	+/- 5.0	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
1.18-mm	+/- 4.0	+/- 3.0
0.60-mm	+/- 4.0	+/- 3.0
0.075-mm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

<sup>[2]</sup> For No. 6 (4.75mm) mixes, JMF limits are +/- 0.5 and warning limits are +/- 0.2.

**460.3.2 Thickness**

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

- (1) Provide the plan thickness for lower and upper layers limited as follows:

NOMINAL SIZE	MINIMUM LAYER THICKNESS (in inches)	MAX LOWER LAYER THICKNESS (in inches)	MAX UPPER LAYER THICKNESS (in inches)	MAX SINGLE LAYER THICKNESS <sup>[3]</sup> (in inches)
No. 1 (37.5 mm)	4.5	6	4.5	6
No. 2 (25.0 mm)	3.0	5	4	6
No. 3 (19.0 mm)	2.25	4	3	5
No. 4 (12.5 mm) <sup>[1]</sup>	1.75	3 <sup>[2]</sup>	2.5	4
No. 5 (9.5 mm) <sup>[1]</sup>	1.25	3 <sup>[2]</sup>	2	3
No. 6 (4.75 mm)	0.75	1.25	1.25	1.25

<sup>[1]</sup> SMA mixtures use nominal size No. 4 (12.5 mm) or No. 5 (9.5 mm).

<sup>[2]</sup> SMA mixtures with nominal sizes of No. 4 (12.5 mm) and No. 5 (9.5 mm) have no maximum lower layer thickness specified.

<sup>[3]</sup> For use on cross-overs and shoulders.

- (2) Place leveling layers using No. 4 (12.5 mm), No. 5 (9.5 mm), or No. 6 (4.75 mm) mixtures. Leveling layers may be thinner than the minimum lower layer thickness for the mixture used.
- (3) Place wedging layers as the contract specifies or engineer directs. Wedging layers have no specified minimum or maximum thickness.

**460.3.3.1 Minimum Required Density**

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

- (1) Compact No. 6 mixtures in lower layers as specified in 450.3.2.6.2 and in upper layers as specified in 450.3.2.6.3. For other HMA mixtures, compact all layers to the density table 460-3 specifies.

**TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1]</sup>**

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	93.0
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	92.0

<sup>[1]</sup> The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer will investigate the acceptability of that material according to CMM 8-15.11.

<sup>[2]</sup> Includes side roads, crossovers, turn lanes, ramps, parking lanes, bike lanes, and park-and-ride lots as defined by the contract plans.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

**460.3.3.2 Pavement Density Determination**

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

- (3) A lot is defined in CMM 8-15 and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of all samples taken for that lot. The department determines the number of tests per lot according to CMM 8-15.

**460.5.2.1 General**

Replace paragraph six with the following effective with the December 2019 letting:

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
- Va less than 2.5 or greater than 6.5 percent for SMA, or for other mixes, less than 1.5 or greater than 5.0 percent.
  - VMA more than 1.0 percent below the minimum or above the maximum specified 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.

**501.2.5.5 Sampling and Testing**

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

- (1) Sample and test aggregates for concrete according to the following:

Sampling aggregates <sup>[1]</sup> .....	AASHTO T2
Lightweight pieces in aggregate .....	AASHTO T113
Material finer than No. 200 sieve <sup>[1]</sup> .....	AASHTO T11
Unit weight of aggregate .....	AASHTO T19
Organic impurities in sands .....	AASHTO T21
Sieve analysis of aggregates .....	AASHTO T27
Effect of organic impurities in fine aggregate .....	AASHTO T71
Los Angeles abrasion of coarse aggregate .....	AASHTO T96
Alkali Silica Reactivity of Aggregates .....	ASTM C1260
Alkali Silica Reactivity of Combinations of Cementitious Materials and Aggregates .....	ASTM C1567
Freeze-thaw soundness of coarse aggregate <sup>[1]</sup> .....	AASHTO T103
Sodium sulfate soundness of coarse aggregates (R-4, 5 cycles) .....	AASHTO T104
Specific gravity and absorption of fine aggregate .....	AASHTO T84
Specific gravity and absorption of coarse aggregate <sup>[1]</sup> .....	AASHTO T85
Flat & elongated pieces based on a 3:1 ratio <sup>[1]</sup> .....	ASTM D4791
Sampling fresh concrete .....	AASHTO R60
Making and curing concrete compressive strength test specimens .....	AASHTO T23
Compressive strength of molded concrete cylinders .....	AASHTO T22

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

**505.2.2 Bar Steel Reinforcement**

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

- (1) Conform to AASHTO M31, type S or type W.

**505.2.3 High-Strength Bar Steel Reinforcement**

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

- (1) Conform to AASHTO M31, grade 60, type S or type W.

**505.2.4.1 General**

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

- (1) Conform to AASHTO M31, grade 60, type S or type W. Ensure that the coating is applied in a CRSI certified epoxy coating plant. Bend bars that require bending before coating, unless the fabricator can bend the bar without damaging the coating.

**505.2.6.1 General**

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

- (1) For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.

**505.2.6.2.2 Solid Dowel Bars**

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

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



**625.3.2 Processing Topsoil or Salvaged Topsoil**

*Delete paragraph four effective with the December 2019 letting.*

**701.3.1 General**

*Replace the entire text with the following effective with the December 2019 letting:*

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Use the test methods specified in table 701-1.

**TABLE 701-1 TESTING AND CERTIFICATION STANDARDS**

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 8-30.9.2	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2 <sup>[1][4]</sup>	TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 <sup>[1]</sup>	AGGTEC-I, ACT-AGG
Fine and coarse aggregate gradation	AASHTO T27 <sup>[1]</sup>	
Aggregate moisture content	AASHTO T255 <sup>[1]</sup>	
Fractured faces	ASTM D5821 <sup>[1]</sup>	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Plasticity index	AASHTO T90 <sup>[3]</sup>	
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>	
Air void system of fresh concrete	AASHTO TP118 <sup>[5]</sup>	
Concrete slump	AASHTO T119 <sup>[2]</sup>	
Concrete temperature	ASTM C1064	
Making and curing concrete cylinders	AASHTO T23	
Moist curing for concrete cylinders	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Concrete flexural strength	AASHTO T97	
Profiling	—	PROFILER

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

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

<sup>[3]</sup> A plasticity check, if required under individual QMP provisions, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

<sup>[4]</sup> Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

<sup>[5]</sup> Consolidate tests by rodding only.

**715.2.1 General**

*Replace paragraph five with the following effective with the December 2019 letting:*

- (5) For new lab-qualified mixes, test the air void system of the proposed concrete mix. Include the SAM number as a part of the mix design submittal.

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**715.3.1.1 General**

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

- (2) Test the air void system at least once per lot and enter the SAM number in the MRS for information only. SAM testing is not required for the following:
- For lots with less than 4 sublots.
  - High early strength (HES) concrete.
  - Special high early strength (SHES) concrete.
  - Concrete placed under the following bid items:
    - Concrete Pavement Approach Slab
    - Concrete Masonry Culverts
    - Concrete Masonry Retaining Walls
    - Steel Grid Floor Concrete Filled
    - Crash Cushions Permanent
    - Crash Cushions Permanent Low Maintenance
    - Crash Cushions Temporary
- 

**730.3.1 General**

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

- (3) Stockpile tests<sup>[1]</sup> can be used for multiple projects. If placement on a project does not begin within 120 calendar days after the date the stockpile sample was obtained, retest the stockpile before placement begins.

<sup>[1]</sup> Replace the stockpile test with an in-place production test for concrete pavement recycled and processed on-site; test on the first day of production.

---

**730.3.2 Contractor QC Testing**

Replace paragraph four with the following effective with the December 2019 letting:

- (4) Submit test results to the engineer within one business day of obtaining the sample, except any aggregate classification with recycled asphalt may be submitted within two business days.
- 

**730.3.4.1 Contractor QC Testing**

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

- (1) For small quantity contracts with  $\leq 500$  tons, submit 2 production tests or 1 stockpile test. Production tests are valid for 3 years from the date the production sample was obtained. Begin placement within 3 years of the date sampled.
- (2) For small quantity contracts with  $\leq 6000$  tons and  $\geq 500$  tons, do the following:
1. Conduct one QC stockpile test before placement.
  2. Submit 2 production tests or conduct 1 loadout test instead of placement tests. Production tests are valid for 3 years from the date the production sample was obtained; the first day of placement must be within 3 years of the date sampled.
  3. If the actual quantity placed is more than 6000 tons, on the next day of placement perform one additional random QC test for each 3000 tons of overrun, or fraction thereof.
- 

**740.3.2 Contractor QC Testing**

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

- (3) Field-locate the beginning and ending points for each profile run. Measure the profiles of each standard and partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Define segments one wheel path wide and distinguished by length as follows:
1. Standard segments are 500 feet long.
  2. Partial segments are less than 500 feet long.

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**Errata**

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**614.3.6 Thrie Beam Structure Approach Retro Fits**

Correct errata by deleting the galvanization reference already required under 614.3.1.

- (2) Install posts and drill holes into existing thrie beam conforming to 614.3.2.

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**628.3.7 Mobilizations for Erosion Control**

Correct errata by clarifying that mobilizations for erosion control include proceeding with the work.

- (1) Move personnel, equipment, and materials to the project site and promptly proceed with construction of erosion control items at the stages the contract indicates or the engineer directs.

### ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction

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

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

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

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Proposal ID: 20191210032 Project(s): 3700-50-52

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	203.0100 Removing Small Pipe Culverts	1.000 EACH	_____.	_____.
0004	204.0100 Removing Pavement	380.000 SY	_____.	_____.
0006	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0008	204.0215 Removing Catch Basins	3.000 EACH	_____.	_____.
0010	204.0245 Removing Storm Sewer (size) 01. 15-Inch	21.000 LF	_____.	_____.
0012	205.0100 Excavation Common	2,176.000 CY	_____.	_____.
0014	208.1100 Select Borrow	369.000 CY	_____.	_____.
0016	213.0100 Finishing Roadway (project) 01. 3700-50-52	1.000 EACH	_____.	_____.
0018	305.0110 Base Aggregate Dense 3/4-Inch	52.000 TON	_____.	_____.
0020	305.0120 Base Aggregate Dense 1 1/4-Inch	1,804.000 TON	_____.	_____.
0022	350.0104 Subbase	757.000 TON	_____.	_____.
0024	455.0605 Tack Coat	143.000 GAL	_____.	_____.
0026	465.0105 Asphaltic Surface	711.000 TON	_____.	_____.
0028	601.0407 Concrete Curb & Gutter 18-Inch Type D	618.000 LF	_____.	_____.
0030	601.0411 Concrete Curb & Gutter 30-Inch Type D	761.000 LF	_____.	_____.
0032	601.0415 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	132.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20191210032 Project(s): 3700-50-52

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	602.0410 Concrete Sidewalk 5-Inch	1,260.000 SF	_____.	_____.
0036	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	42.000 LF	_____.	_____.
0038	611.0530 Manhole Covers Type J	2.000 EACH	_____.	_____.
0040	611.0624 Inlet Covers Type H	3.000 EACH	_____.	_____.
0042	611.0642 Inlet Covers Type MS	1.000 EACH	_____.	_____.
0044	611.2004 Manholes 4-FT Diameter	2.000 EACH	_____.	_____.
0046	611.3004 Inlets 4-FT Diameter	1.000 EACH	_____.	_____.
0048	611.3230 Inlets 2x3-FT	1.000 EACH	_____.	_____.
0050	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0052	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0054	618.0100 Maintenance And Repair of Haul Roads (project) 01. 3700-50-52	1.000 EACH	_____.	_____.
0056	619.1000 Mobilization	1.000 EACH	_____.	_____.
0058	620.0300 Concrete Median Sloped Nose	117.000 SF	_____.	_____.
0060	624.0100 Water	52.300 MGAL	_____.	_____.
0062	625.0100 Topsoil	2,360.000 SY	_____.	_____.
0064	628.1504 Silt Fence	175.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20191210032 Project(s): 3700-50-52

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	628.1520 Silt Fence Maintenance	175.000 LF	_____.	_____.
0068	628.1905 Mobilizations Erosion Control	5.000 EACH	_____.	_____.
0070	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0072	628.2008 Erosion Mat Urban Class I Type B	2,510.000 SY	_____.	_____.
0074	628.7005 Inlet Protection Type A	4.000 EACH	_____.	_____.
0076	628.7015 Inlet Protection Type C	11.000 EACH	_____.	_____.
0078	628.7020 Inlet Protection Type D	2.000 EACH	_____.	_____.
0080	628.7555 Culvert Pipe Checks	4.000 EACH	_____.	_____.
0082	628.7560 Tracking Pads	2.000 EACH	_____.	_____.
0084	629.0210 Fertilizer Type B	1.600 CWT	_____.	_____.
0086	630.0130 Seeding Mixture No. 30	43.000 LB	_____.	_____.
0088	630.0500 Seed Water	53.000 MGAL	_____.	_____.
0090	634.0614 Posts Wood 4x6-Inch X 14-FT	4.000 EACH	_____.	_____.
0092	634.0805 Posts Tubular Steel 2x2-Inch X 5-FT	1.000 EACH	_____.	_____.
0094	637.2210 Signs Type II Reflective H	22.860 SF	_____.	_____.
0096	637.2230 Signs Type II Reflective F	31.000 SF	_____.	_____.
0098	638.2102 Moving Signs Type II	6.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20191210032 Project(s): 3700-50-52

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	638.2602 Removing Signs Type II	5.000 EACH	_____.	_____.
0102	638.3000 Removing Small Sign Supports	3.000 EACH	_____.	_____.
0104	638.4000 Moving Small Sign Supports	6.000 EACH	_____.	_____.
0106	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0108	643.0300 Traffic Control Drums	5,688.000 DAY	_____.	_____.
0110	643.0420 Traffic Control Barricades Type III	595.000 DAY	_____.	_____.
0112	643.0705 Traffic Control Warning Lights Type A	646.000 DAY	_____.	_____.
0114	643.0715 Traffic Control Warning Lights Type C	980.000 DAY	_____.	_____.
0116	643.0900 Traffic Control Signs	1,272.000 DAY	_____.	_____.
0118	643.1050 Traffic Control Signs PCMS	20.000 DAY	_____.	_____.
0120	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0122	646.1020 Marking Line Epoxy 4-Inch	1,644.000 LF	_____.	_____.
0124	646.3020 Marking Line Epoxy 8-Inch	624.000 LF	_____.	_____.
0126	646.5020 Marking Arrow Epoxy	6.000 EACH	_____.	_____.
0128	646.5120 Marking Word Epoxy	3.000 EACH	_____.	_____.
0130	646.6120 Marking Stop Line Epoxy 18-Inch	123.000 LF	_____.	_____.
0132	646.7120 Marking Diagonal Epoxy 12-Inch	13.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20191210032 Project(s): 3700-50-52

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
0134	646.7220 Marking Chevron Epoxy 24-Inch	62.000 LF	_____.	_____.
0136	646.8120 Marking Curb Epoxy	67.000 LF	_____.	_____.
0138	646.8220 Marking Island Nose Epoxy	6.000 EACH	_____.	_____.
0140	646.9010 Marking Removal Line Water Blasting 4-Inch	198.000 LF	_____.	_____.
0142	646.9110 Marking Removal Line Water Blasting 8-Inch	148.000 LF	_____.	_____.
0144	649.0150 Temporary Marking Line Removable Tape 4-Inch	19,530.000 LF	_____.	_____.
0146	649.0250 Temporary Marking Line Removable Tape 8-Inch	1,256.000 LF	_____.	_____.
0148	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	91.000 LF	_____.	_____.
0150	650.4000 Construction Staking Storm Sewer	6.000 EACH	_____.	_____.
0152	650.4500 Construction Staking Subgrade	773.000 LF	_____.	_____.
0154	650.5000 Construction Staking Base	773.000 LF	_____.	_____.
0156	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,511.000 LF	_____.	_____.
0158	650.8500 Construction Staking Electrical Installations (project) 01. 3700-50-52	LS	LUMP SUM	_____.
0160	650.9910 Construction Staking Supplemental Control (project) 01. 3700-50-52	LS	LUMP SUM	_____.
0162	650.9920 Construction Staking Slope Stakes	773.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20191210032 Project(s): 3700-50-52

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
0164	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	3,117.000 LF	_____.	_____.
0166	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	935.000 LF	_____.	_____.
0168	652.0605 Conduit Special 2-Inch	328.000 LF	_____.	_____.
0170	652.0615 Conduit Special 3-Inch	490.000 LF	_____.	_____.
0172	652.0700.S Install Conduit into Existing Item	1.000 EACH	_____.	_____.
0174	652.0800 Conduit Loop Detector	644.000 LF	_____.	_____.
0176	653.0154 Pull Boxes Non-Conductive 24x36-Inch	10.000 EACH	_____.	_____.
0178	653.0164 Pull Boxes Non-Conductive 24x42-Inch	14.000 EACH	_____.	_____.
0180	654.0101 Concrete Bases Type 1	4.000 EACH	_____.	_____.
0182	654.0102 Concrete Bases Type 2	5.000 EACH	_____.	_____.
0184	654.0105 Concrete Bases Type 5	5.000 EACH	_____.	_____.
0186	654.0110 Concrete Bases Type 10	1.000 EACH	_____.	_____.
0188	654.0113 Concrete Bases Type 13	1.000 EACH	_____.	_____.
0190	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0192	655.0230 Cable Traffic Signal 5-14 AWG	353.000 LF	_____.	_____.
0194	655.0240 Cable Traffic Signal 7-14 AWG	2,464.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20191210032 Project(s): 3700-50-52

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
0196	655.0260 Cable Traffic Signal 12-14 AWG	233.000 LF	_____.	_____.
0198	655.0320 Cable Type UF 2-10 AWG Grounded	1,847.000 LF	_____.	_____.
0200	655.0515 Electrical Wire Traffic Signals 10 AWG	1,742.000 LF	_____.	_____.
0202	655.0610 Electrical Wire Lighting 12 AWG	1,269.000 LF	_____.	_____.
0204	655.0700 Loop Detector Lead In Cable	2,736.000 LF	_____.	_____.
0206	655.0800 Loop Detector Wire	2,352.000 LF	_____.	_____.
0208	655.0900 Traffic Signal EVP Detector Cable	754.000 LF	_____.	_____.
0210	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. USH 12 & CTH A	LS	LUMP SUM	_____.
0212	657.0100 Pedestal Bases	6.000 EACH	_____.	_____.
0214	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	8.000 EACH	_____.	_____.
0216	657.0315 Poles Type 4	3.000 EACH	_____.	_____.
0218	657.0322 Poles Type 5-Aluminum	5.000 EACH	_____.	_____.
0220	657.0346 Poles Type 9-Over Height	1.000 EACH	_____.	_____.
0222	657.0356 Poles Type 12-Over Height	1.000 EACH	_____.	_____.
0224	657.0420 Traffic Signal Standards Aluminum 13-FT	4.000 EACH	_____.	_____.
0226	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH	_____.	_____.





## Proposal Schedule of Items

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Proposal ID: 20191210032 Project(s): 3700-50-52

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
0228	657.0530 Monotube Arms 30-FT	1.000 EACH	_____.	_____.
0230	657.0540 Monotube Arms 40-FT	1.000 EACH	_____.	_____.
0232	657.0704 Luminaire Arms Truss Type 4-Inch Clamp 10-FT	3.000 EACH	_____.	_____.
0234	657.0709 Luminaire Arms Truss Type 4-Inch Clamp 12-FT	1.000 EACH	_____.	_____.
0236	657.0714 Luminaire Arms Truss Type 4-Inch Clamp 15-FT	5.000 EACH	_____.	_____.
0238	658.0173 Traffic Signal Face 3S 12-Inch	11.000 EACH	_____.	_____.
0240	658.0174 Traffic Signal Face 4S 12-Inch	3.000 EACH	_____.	_____.
0242	658.5069 Signal Mounting Hardware (location) 01. USH 12 & CTH A	LS	LUMP SUM	_____.
0244	659.1115 Luminaires Utility LED A	4.000 EACH	_____.	_____.
0246	659.1125 Luminaires Utility LED C	5.000 EACH	_____.	_____.
0248	661.0200 Temporary Traffic Signals for Intersections (location) 01. USH 12 & CTH A	LS	LUMP SUM	_____.
0250	670.0200 ITS Documentation	LS	LUMP SUM	_____.
0252	678.0006 Install Fiber Optic Cable Outdoor Plant 6- CT	3,041.000 LF	_____.	_____.
0254	690.0150 Sawing Asphalt	552.000 LF	_____.	_____.
0256	690.0250 Sawing Concrete	7,598.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20191210032 Project(s): 3700-50-52

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
0258	SPV.0060 Special 01. Inlets 6-FT Diameter Special	1.000 EACH	_____.	_____.
0260	SPV.0090 Special 01. Install State Supplied CAT-5E Cable	563.000 LF	_____.	_____.
0262	SPV.0105 Special 01. Install State Furnished EVP Detector Heads and Mounting Brackets	LS	LUMP SUM	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**