HIGHWAY WORK PROPOSAL

Barron

Notice of Award Dated

Wisconsin Department of Transportation DT1502 01/2020 s.66.0901(7) Wis. Stats

8120-00-70

Proposal Number: 037

COUNTY STATE PROJECT FEDERAL PROJECT DESCRIPTION HIGHWAY

N/A

C Rice Lake, Hammond Avenue; Drainage Way Culvert C-03-0063 STH 048

ADDENDUM REQUIRED

ATTACHED AT BACK

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: January 10, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time 43 Working Days	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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: For Department Use Only

Excavation, Base, Asphaltic Surface, Pavement Marking, Signs, Culvert Replacement.

Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

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.

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 ExpressTM on-line bidding exchange at http://www.bidx.com/ after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

- or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.
- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids

B.1 On the Internet

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

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

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

Time Period Valid (From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the eartment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

- 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.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

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

Special Provisions

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STSP'S Revised June 28, 2022 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 8120-00-70, C Rice Lake, Hammond Avenue, Drainage Way Culvert C-03-0063, STH 48, Barron 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, 2023 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 (20220628)

2. Scope of Work.

The work under this contract shall consist of Structure C-03-0063, removing structures, excavation common, base aggregate dense, asphaltic surface, culverts, temporary shoring, riprap, marking, 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 10 calendar days after the engineer issues a written notice to do so.

Provide the time frame for construction of the project within the 2023 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the beginning of the approved time frame.

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

Detour

A detour is proposed along CTH SS and 22 1/2 Avenue. Complete the proposed paving, signing, and marking work along the detour route prior to closing STH 48.

Do not detour STH 48 during the Barron County Fair as shown in the article for Holiday and Special Event Work Restrictions. The detour will be allowed during other holiday periods.

Once the detour is implemented, the contractor will be required to complete all work on STH 48 prior to reopening STH 48 to through traffic.

Culvert Replacements

Do not close more than two of the three culvert replacement locations on STH 48 at one time. The plans demonstrate closure of the culvert locations at Station 33+67 and Station 57+95/Station 58+17 at the same time for purposes of balancing project earthwork.

Once a culvert is replaced, local traffic may be maintained on an aggregate driving surface.

Prior to culvert removal at Station 33+67 (existing Structure C-03-0047) and construction of new Structure C-03-0063, install the temporary culvert including temporary shoring and erosion control methods as shown on the plans and as directed by the engineer. Partially remove existing stone wing walls attached to existing Structure C-03-0047 in stages as necessary to install the temporary shoring. The temporary shoring should not prohibit discharge from the existing storm sewer discharges near Station 33+50, LT and Station 33+75, LT.

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At the culvert pipe replacement locations at Station 48+24/Station 48+35 (existing Structure C-03-0046) and Station 57+95/Station 58+17 (existing Structure C-03-0045), stage the dual culvert pipe installations to maintain flow at all times by directing flow through either the existing or proposed culvert.

Temporary shoring will be paid for under the pertinent item included in the contract. Sandbags or other diversion methods to maintain flow through the existing or proposed culvert pipes at all locations are incidental to the culvert work.

Northern Long-eared Bat (Myotis septentrionalis)

Northern long-eared bats (NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. 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).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season: April 1 to October 31, both dates inclusive. To avoid adverse impacts upon the NLEBs, no tree clearing is allowed between April 1 and October 31, both dates inclusive.

If the required tree clearing is not completed by March 31, the department will suspend all tree clearing and associated work directly impacted by clearing. The department will issue a notice to proceed with clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

Tree clearing is limited to that which is specified in the plans. If additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed, no tree clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the USFWS and may require a bat presence/absence or visual emergency survey. Notify the engineer if additional clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary. Submit a schedule and description of clearing operations with the ECIP 14 days prior to any clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of clearing operations, and list those additional measures in the ECIP.

4. Traffic

General

During detour improvements, maintain a minimum of one travel lane on CTH SS and 22 1/2 Avenue with the use of flagging operations to control traffic as required during work operations. Reopen CTH SS and 22 1/2 Avenue with two travel lanes during non-working hours.

During work on STH 48, detour STH 48 traffic along CTH SS and 22 1/2 Avenue as shown in the plans.

Maintain local and emergency traffic on STH 48 and along the detour route at all times.

Side Roads

Maintain access to and from STH 48 at all side roads with the use of flagging operations to control traffic as required during work operations within and at the intersections unless otherwise allowed by the engineer. Maintain existing lane configurations on side roads when work is not occurring.

Driveways

Maintain access to all private entrances. Notify the nearby property owners of the anticipated construction schedule of work zone closures at least seven calendar days prior work impacting their driveway. Coordinate daily access with property owners.

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Portable Changeable Message Signs

Install PCMS approaching the detour limits as shown in the plans or as directed by the engineer seven calendar days prior to traffic being directed onto the detour route.

Coordinate with the engineer three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The engineer will review the proposed message and either approve the message or make necessary changes.

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

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION	
Lane and shoulder closures	7 calendar days	
Full roadway closures	7 calendar days	
Ramp closures	7 calendar days	
Detours	7 calendar days	
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)	MINIMUM NOTIFICATION	
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 and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 48 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 and special event periods:

- From noon Friday, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Friday, June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day;
- From noon Tuesday, July 11, 2023 to 6:00 AM Monday, July 17, 2023 for Barron County Fair;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day.

stp-107-005 (20210113)

6. Utilities.

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

stp-107-065 (20080501)

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

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CenturyLink (Communications) has existing underground communication facilities along the left side of STH 48 throughout the project limits and along the right side of STH 48 from the south project limits to near Station 54+50. The underground communication facilities cross STH 48 near Station 44+80, Station 54+50, and Station 67+00.

Century Link plans to discontinue the existing underground communication facilities and install new underground communication facilities near the existing right of way on the left and right side of STH 48 adjacent to the culvert replacements at Station 33+67 and Station 48+34. This work is anticipated to be completed prior to construction. CenturyLink plans to begin this work on April 10, 2023 and complete the work within 5 working days.

Mosaic Telecom (Communications) has existing underground communication facilities along the right side of STH 48 from the south project limits to near Station 52+80 and on the left side of STH 48 from near Station 52+80 to the north project limits. The underground communication facilities cross STH 48 near Station 52+80.

Mosaic plans to discontinue and relocate the existing underground communication facilities along the right side of STH 48 from Station 33+00 to Station 34+40 and Station 47+65 to Station 48+75 and along the left side of STH 48 from Station 57+25 to Station 58+60. This work is anticipated to be completed prior to construction. Mosaic Telecom plans to begin this work on December 5, 2022 and complete the work within 10 working days.

Rice Lake Mun Water & Electric Util (Electricity) has existing overhead electric facilities along the left side of STH 48 with crossings throughout the project limits.

Arrange for Rice Lake Mun Water & Electric Util to temporarily raise the existing overhead electric facilities up 7-feet (maximum) from Station 32+90 to Station 35+35 along the left side of STH 48. Notify Rice Lake Mun Water & Electric Util as noted above prior to beginning work in this area. Rice Lake Mun Water & Electric Util anticipates the temporary raise will take up to 2 working days to complete.

Rice Lake Mun Water & Electric Util (Sewer) has existing underground sanitary facilities along the right side of STH 48 from near Station 38+00 to Station 43+50 and along the left side of STH 48 from near Station 43+50 to Station 53+00. The underground sanitary facility crosses STH 48 near Station 43+50. No conflicts anticipated.

Rice Lake Mun Water & Electric Util (Water) has existing underground water facilities along the right side of STH 48 from near Station 29+00 to Station 37+50 and along the left side of STH 48 from near Station 49+00 to Station 53+75. The underground water facility crosses STH 48 near Station 53+75.

Arrange for a watchdog to be present during excavation work on the right side of the STH 48 over the existing underground water facility. Notify Rice Lake Mun Water & Electric Util as noted above prior to beginning work in this area.

Spectrum (Communication) has existing overhead communication facilities along the left side of STH 48 with crossings throughout the project limits. Spectrum communication facilities are underbuilt on Rice Lake Mun Water & Electric Util electric facilities.

Arrange for Spectrum to temporarily raise the existing overhead communication facilities from Station 32+90 to Station 35+35 along the left side of STH 48. Notify Spectrum as noted above prior to beginning work in this area. Spectrum anticipates the temporary raise will take up to one working day to complete after Rice Lake Mun Water & Electric Util completes the temporary raise of the existing overhead electric facilities.

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We Energies (Gas) has existing underground gas facilities along the right side of STH 48 with crossings throughout the project limits.

We Energies plans to discontinue and relocate the existing underground gas facilities along the right side of STH 48 from Station 32+00 to Station 35+75 and Station 46+50 to Station 50+00. We Energies discontinued and relocated the existing underground gas facilities along the right side of STH 48 from Station 32+00 to Station 35+75 and Station 46+50 to Station 50+00 in 2022 to avoid conflict with this contract; no further conflicts are anticipated.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to the requirements of the special provisions. A copy of the permit is available from the regional office by contacting Matt Dickenson at (715) 395-3022.

Required terms and conditions for general permits are available on the USACE's website:

https://www.mvp.usace.army.mil/Missions/Regulatory.aspx

stp-107-054 (20210708)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Matt Dickenson at (715) 395-3022. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

9. Notice to Contractor, City of Rice Lake Street Dept Facilities.

The City of Rice Lake Street Dept (Road Facility – Street Lighting) has street lighting mounted on Rice Lake Mun Water & Electric Util poles within the project limits. No conflicts anticipated.

The City of Rice Lake Street Dept (Road Facility – Storm Sewer) has existing underground storm sewer road facilities along the left side of STH 48 from the south project limits to near Station 33+60.

Remove and replace the existing storm sewer and endwall as shown on the plans to match the proposed grading on the left side of STH 48 near Station 33+56. Perform this work according to the requirements of the bid items in the plans. No other conflicts anticipated with the existing storm sewer system.

10. Public Convenience and Safety.

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Barron County Sheriff's Department

Wisconsin State Patrol

City of Rice Lake

Rice Lake Area School District

Rice Lake Bus Company (School Bus Service)

Rice Lake Post Office

Town of Rice Lake

The Barron County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

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11. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

12. Archaeological Site.

Pine Grove Garden Beds (Site 47BN302) is located west of STH 48 right of way south of Station 32+00 and covers a portion of the detour along CTH SS.

Nora Cemetery (Site BBN-0057) is located from approximately Station 38+00 to Station 43+00 east of the STH 48 right of way.

No grading work is planned near any of these sites. Do not complete any grading work within the existing ditches or outside the right of way in these areas and do not use these areas for borrow or waste disposal, or the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

13. Construction Over or Adjacent to Navigable Waters.

The unnamed drainageway is classified as a state navigable waterway under standard spec 107.19. stp-107-060 (20171130)

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14. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

15. Removing Endwalls, Item 204.9060.S.01.

A Description

This special provision describes removing endwalls conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

D Measurement

The department will measure Removing Endwalls in each individual unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

 ITEM NUMBER
 DESCRIPTION
 UNIT

 204.9060.S.01
 Removing Endwalls
 EACH

 stp-204-025 (20150630)
 EACH

16. Backfill Coarse Aggregate Size No. 2, Item 209.0300.S.01.

A Description

This special provision describes furnishing and placing coarse aggregate backfill size no. 2 as the plans show.

B Materials

Provide clean coarse aggregate conforming to the requirements as specified under standard spec 209.2, except gradation shall conform to standard spec 501.2.7.4.

C Construction

Construct the coarse aggregates according to standard spec 209.3.

D Measurement

The department will measure Backfill Coarse Aggregate Size No. (size number) in volume by the cubic yard in the vehicle.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT
209.0300.S.01

Backfill Coarse Aggregate Size No. 2

CY

Payment is full compensation for furnishing and installing the aggregate.

stp-209-030 (20210708)

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ADDITIONAL SPECIAL PROVISION 4

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.

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 is not allowed to withhold 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.

Acceptance and Final Payment

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.

Additional Special Provision 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

416.2.4 Concrete Pavement Repair and Replacement

Replace the entire text with the following effective with the November 2022 letting:

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement

416.2.5.1 Composition and Proportioning of Concrete

Replace paragraph one with the following effective with the November 2022 letting:

(1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

455.2.4.3 Emulsified Asphalts

Replace paragraph one with the following effective with the November 2022 letting:

(1) Furnish material conforming, before dilution, to the following:

Anionic emulsified asphalts ^[1]	AASHTO M140
Cationic emulsified asphalts ^[1]	AASHTO M208
Polymer-modified cationic emulsified asphalts	AASHTO M316

[1] Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs ^[1]	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 μm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44)[2]	97.5% min	97.5% min

^[1] Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).

455.2.5 Tack Coat

Replace paragraph one with the following effective with the November 2022 letting:

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

^[2] The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

710.5.7 Corrective Action

710.5.7.1 Optimized Aggregate Gradations

Replace paragraph one with the following effective with the November 2022 letting:

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
 - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
 - 1. Document and provide corrective action results to the engineer as soon as they are available.
 - 2. Department will conduct two tests within the next business day after corrective action is complete.

If blended aggregate gradations are within the tarantula curve limits by the second department test:

- Continue with concrete production.
- Include a break in the 4-point running average.
- For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
- If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
- If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
- Submit a new optimized aggregate gradation mix design and perform the following:
 - 1. Restart control charts for the new mix design.
 - 2. Amend contractor Quality Control Plan

715.5 Payment

Replace the entire text with the following effective with the November 2022 letting:

715.5.1 General

(1) The department will pay incentive for concrete strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day sublot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
 - Compressive strength of 3700 psi for pavements.
 - Flexural strength of 650 psi for pavements.
 - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Pavements

715.5.2.1 Compressive

(1) The department will adjust pay for each lot using equation "QMP 3.01" as follows:

Percent within Limits (PWL)

>= 95 to 100

(0.1 x PWL) – 9.5

>= 85 to < 95

>= 30 to < 85

(1.5/55 x PWL) – 127.5/55

-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.2.2 Flexural

(1) The department will adjust pay for each lot using equation "QMP 6.02" as follows:

Percent within Limits (PWL)

>= 95 to 100

>= 85 to < 95

>= 50 to < 85

< 50

Pay Adjustment (dollars per square yard)

(0.2 x PWL) – 19

(2.0/35 x PWL) – 170/35

-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.3 Structures and Cast-in-Place Barrier

(1) The department will adjust pay for each lot using equation "QMP 2.01" as follows:

Percent within Limits (PWL)

>= 99 to 100

>= 90 to < 99

>= 50 to < 90

<p>(7/8 x PWL) – 78.75
-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

ADDITIONAL SPECIAL PROVISION 7

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:
 - https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:
 - https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

NON-DISCRIMINATION PROVISIONS

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

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients 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).

BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (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 the iron and steel manufacturing and coating processes Buy America 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.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 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 DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel exemptions and their associated costs to the certification form.





Page 1 of 6

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	6.000 STA		
0004	201.0205 Grubbing	6.000 STA		
0006	203.0220 Removing Structure (structure) 01. C-03- 0047	1.000 EACH		·
0008	203.0220 Removing Structure (structure) 02. C-03- 0045	1.000 EACH		·
0010	203.0220 Removing Structure (structure) 03. C-03- 0046	1.000 EACH		·
0012	204.0115 Removing Asphaltic Surface Butt Joints	500.000 SY		
0014	204.0245 Removing Storm Sewer (size) 01. 30- Inch	20.000 LF		·
0016	204.9060.S Removing (item description) 01. Endwalls	1.000 EACH		·
0018	205.0100 Excavation Common	2,102.000 CY		·
0020	206.2001 Excavation for Structures Culverts (structure) 01. C-03-63	1.000 EACH		·
0022	209.0300.S Backfill Coarse Aggregate (size) 01. No. 2	41.000 CY		·
0024	210.2500 Backfill Structure Type B	1,885.000 TON		
0026	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 8120-00-70	1.000 EACH		·
0028	213.0100 Finishing Roadway (project) 01. 8120- 00-70	1.000 EACH		







Page 2 of 6

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	305.0110 Base Aggregate Dense 3/4-Inch	220.000 TON	·	
0032	305.0120 Base Aggregate Dense 1 1/4-Inch	930.000 TON		
0034	311.0115 Breaker Run	112.000 CY		
0036	455.0605 Tack Coat	300.000 GAL		
0038	465.0105 Asphaltic Surface	480.000 TON		
0040	465.0115 Asphaltic Surface Detours	425.000 TON		
0042	504.0100 Concrete Masonry Culverts	177.000 CY		
0044	504.0900 Concrete Masonry Endwalls	72.000 CY	·	
0046	505.0400 Bar Steel Reinforcement HS Structures	29,310.000 LB		
0048	505.0600 Bar Steel Reinforcement HS Coated Structures	4,510.000 LB		
0050	511.1100 Temporary Shoring	1,830.000 SF		
0052	516.0500 Rubberized Membrane Waterproofing	38.000 SY		
0054	520.2060 Culvert Pipe Temporary 60-Inch	145.000 LF		
0056	521.1030 Apron Endwalls for Culvert Pipe Steel 30-Inch	1.000 EACH		·
0058	521.1505 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 24-Inch 4 to 1	1.000 EACH		·
0060	521.3124 Culvert Pipe Corrugated Steel 24-Inch	3.000 LF		





Page 3 of 6

Federal ID(s): N/A

SECTION: 0001 Contract Items

	Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062 522.04 Culvert IV 72-Ir	Pipe Reinforced Concrete Class	296.000 LF		·
0064 606.030 Riprap		280.000 CY	·	·
0066 614.092 Salvage		340.000 LF		
0068 614.092 Salvage	25 ed Guardrail End Treatments	6.000 EACH		
	00 nance And Repair of Haul Roads) 01. 8120-00-70	1.000 EACH		
0072 619.100 Mobiliza		1.000 EACH		
0074 624.010 Water	00	10.000 MGAL		
0076 625.010 Topsoil	00	2,640.000 SY	·	·
0078 628.110 Erosion		60.000 EACH	·	·
0080 628.150 Silt Fen		1,300.000 LF		
0082 628.152 Silt Fen	20 ce Maintenance	1,300.000 LF		
0084 628.190 Mobiliza	05 ations Erosion Control	4.000 EACH		
0086 628.19 ³ Mobiliza	0 ations Emergency Erosion Control	4.000 EACH	·	
0088 628.200 Erosion	08 Mat Urban Class I Type B	2,500.000 SY	<u></u>	<u></u>
0090 628.202 Erosion	27 Mat Class II Type C	140.000 SY		
0092 628.550 Polyeth	05 ylene Sheeting	30.000 SY		







Page 4 of 6

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	628.7005 Inlet Protection Type A	1.000 EACH		
0096	628.7504 Temporary Ditch Checks	30.000 LF	<u></u>	
0098	629.0210 Fertilizer Type B	0.500 CWT		
0100	630.0130 Seeding Mixture No. 30	45.000 LB	·	
0102	630.0160 Seeding Mixture No. 60	2.000 LB		
0104	630.0500 Seed Water	60.000 MGAL	·	
0106	633.5200 Markers Culvert End	6.000 EACH		
0108	634.0616 Posts Wood 4x6-Inch X 16-FT	16.000 EACH		
0110	637.2210 Signs Type II Reflective H	59.840 SF		
0112	637.2230 Signs Type II Reflective F	56.500 SF		
0114	638.2602 Removing Signs Type II	16.000 EACH		
0116	638.3000 Removing Small Sign Supports	16.000 EACH		
0118	642.5001 Field Office Type B	1.000 EACH	·	
0120	643.0300 Traffic Control Drums	770.000 DAY		
0122	643.0420 Traffic Control Barricades Type III	2,100.000 DAY		
0124	643.0705 Traffic Control Warning Lights Type A	2,520.000 DAY		
0126	643.0900 Traffic Control Signs	6,680.000 DAY		







Page 5 of 6

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0128	643.1000 Traffic Control Signs Fixed Message	43.500 SF		
0130	643.1050 Traffic Control Signs PCMS	14.000 DAY		
0132	643.5000 Traffic Control	1.000 EACH	<u></u>	
0134	645.0105 Geotextile Type C	340.000 SY	·	
0136	645.0120 Geotextile Type HR	600.000 SY		
0138	646.1005 Marking Line Paint 4-Inch	34,100.000 LF		
0140	646.1020 Marking Line Epoxy 4-Inch	1,100.000 LF		
0142	646.3005 Marking Line Paint 8-Inch	300.000 LF	·	
0144	646.6105 Marking Stop Line Paint 18-Inch	56.000 LF		
0146	650.4000 Construction Staking Storm Sewer	1.000 EACH	·	
0148	650.4500 Construction Staking Subgrade	385.000 LF		
0150	650.5000 Construction Staking Base	385.000 LF	·	
0152	650.6000 Construction Staking Pipe Culverts	5.000 EACH	·	·
0154	650.6501 Construction Staking Structure Layout (structure) 01. C-03-0063	1.000 EACH	<u> </u>	
0156	650.9911 Construction Staking Supplemental Control (project) 01. 8120-00-70	1.000 EACH		
0158	650.9920 Construction Staking Slope Stakes	706.000 LF		



10/25/2022 10:13:42



Proposal Schedule of Items

Page 6 of 6

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	690.0150 Sawing Asphalt	540.000 LF		
0162	715.0502 Incentive Strength Concrete Structures	1,500.000 DOL	1.00000	1,500.00
	Section: 0	0001	Total:	·
			Total Bid:	

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

January 4, 2023

Division of Transportation Systems Development

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

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

NOTICE TO ALL CONTRACTORS:

Proposal #37: 8120-00-70

City of Rice Lake, Hammond Avenue Drainage Way Culvert C-03-0063

STH 48

Barron County

Letting of January 10, 2023

This is Addendum No. 01, which provides for the following:

Special Provisions:

	Added Special Provisions
Article No.	Description
17	Temporary Shoring, Item 511.1100.

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
9	Construction Detail – Structure C-03-0063: Adjusted notes to clarify elevation pay limits of temporary shoring.
20	Miscellaneous Quantities: Moved Temporary Shoring bid item to a separate table to clarify assumptions for exposed areas and heights at each location.

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

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

ADDENDUM NO. 01 8120-00-70 January 4, 2023

Special Provisions

17. Temporary Shoring, Item 511.1100.

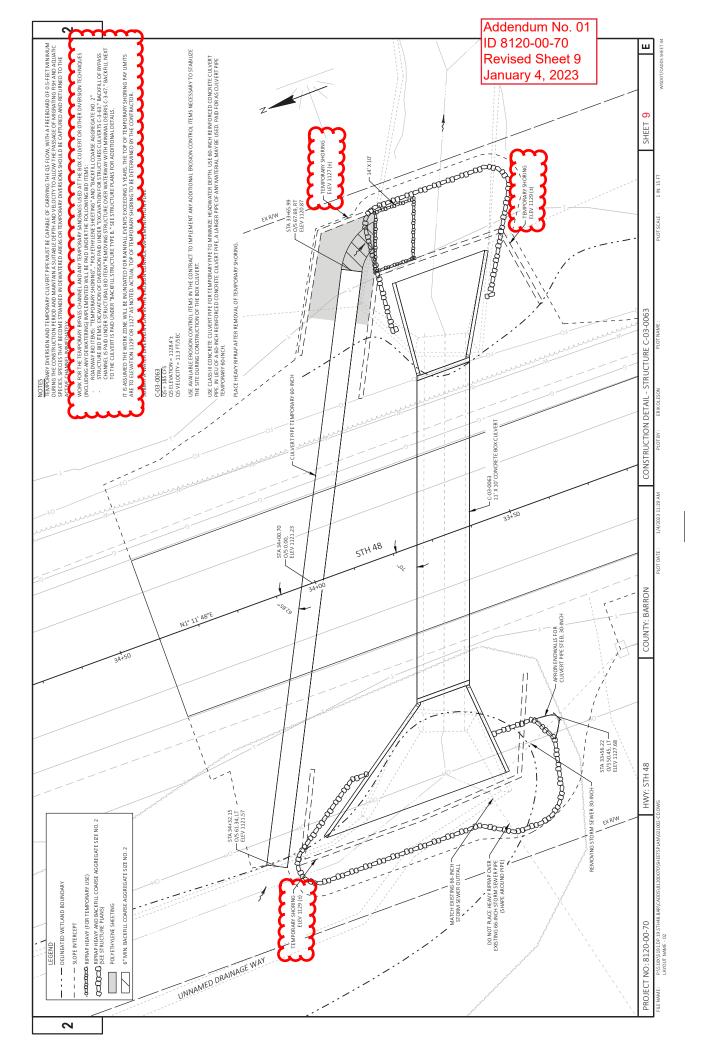
Replace paragraph (1) of standard spec 511.4 with the following:

The department will measure the Temporary Shoring bid items by the square foot acceptably completed at locations the plans show, measured as the area of exposed face in the plane of the shoring from the ground line in front of the shoring to the top elevation as shown in the plans. Shoring used for staged construction in multiple configurations without removal and reinstallation will be measured once based on the configuration with the largest area of exposed face.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 9 and 20.

END OF ADDENDUM



COMMENTS C.03-0063 OUT ET TEMPORARY DIVIESION C.03-0063 INLET		Addendum No. 01 ID 8120-00-70 Revised Sheet 20 January 4, 2023	20 E
TEMPORARY SHORING	SALVAGED RAILITEMS 614.0925 614.0925 614.0926 614.0926 614.0926 641.0000 641.0000 641.0000 641.0000 641.00000 641.000000000000000000000000000000000000	EROSION CONTROL ITEMS 628.1104 628.1504 638.1530 638.7504 638.7005 T GROSION BALES SULFENCE NAMITEMORE DITCH CHECKS TYPE A LEAST 15 60 760 15 60 15	S THERE
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522,0472 CIMMONET PROFECTE CLASS V 72,4MCH LF 1			MISCELLANEOUS QUANTITIES
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S21.1565 ARROW RIGHALS FOR CUNKER PREZINCEDISE DRAINS TELCA INCHATO 1 1 1 1 1		SOO ATER	RRON
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1 200 0300 S.G BACFILL COA AGE CAN NO. 2 CA 2 2 2 2 2 2 2 2 3 3 3 7 6CH CONCRETE PIP	RIPRAD ITEMS STATION TO STATION OFFSET ROAD HEAVY 33-45 - 33-45 RT 47-91 - 48-77 ITERT 70 57-50 - 58-58 ITERT 75 TOTALS * ADDITIONAL QUANTITIES SHOWN ON STRUCTURE PLANS * ADDITIONAL QUANTITIES SHOWN ON STRUCTURE PLANS	RESTORATION ITEMS 8.2009 6.28.2027 N.CLASSI EROSION MAT 1979 E CLASSIT/PE C 57 797 31	HWY: STH 48
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TANDON OFFSET TO STATION OFF		STATION TO STA 33+00 - 34 47+00 - 47+00 - 69 56+35 - 56+35 TOTALS	PROJECT NO: 8120-00-70 HW