HIGHWAY WORK PROPOSAL

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

012 **Proposal Number:**

COUNTY STATE PROJECT **FEDERAL** PROJECT DESCRIPTION **HIGHWAY**

Columbia 6217-00-78 N/A Town Of Columbus, Old Sth 73 Rd; Crawfish River Bridge, B-11-0175

LOC STR

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: February 14, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time 70 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. 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 I Excavation, Base, Asphaltic Surface, Beam Guard, Signs, S	Department Use Only Structure Replacement.
Notice of Award Dated	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

Table of Contents

	Article	Description	Page #
1.	General		2
2.	Scope of Work		2
3.	Prosecution and Progress.		2
4.	Traffic		3
5.	Holiday and Special Event Work Restrictions.		4
6.	Utilities		4
7.	Information to Bidders, U.S. Army Corps of E	ngineers Section 404 Permit	4
8.	Construction Over or Adjacent to Navigable V	Vaters	4
9.	Environmental Protection, Aquatic Exotic Spe	cies Control	5
10.	Erosion Control Structures.		6
11.	Notice to Contractor, Notification of Demolition	n and/or Renovation No Asbestos Found	6
12.	Notice to Contractor – Salvaged Bridge Comp	oonent	6
13.	Notice to Contractor – DNR Parking Area		7
14.	Notice to Contractor – Redfin Shiner		7
15.	Pier Construction.		7
16.	Underwater Substructure Inspection B-11-017	75, Item 502.9000.S.	7
17.	Maintaining Bird Deterrent System Station 9+	95, Item 999.2005.S.	8
18.	Select Crushed Material for Travel Corridor, It	tem SPV.0195.01	10

STSP'S Revised June 28, 2022 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 6217-00-78, Town of Columbus, Old STH 73 Rd, Crawfish River Bridge, B-11-0175, Loc Str, Columbia 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 replacing the existing structure, salvaging a bridge component, grading, base aggregate dense, asphalt pavement, guardrail, erosion control, finishing items, permanent 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 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.

The Notice to Proceed will be issued such that work shall start no later than June 19, 2023, unless otherwise approved by the engineer.

Fish Spawning

There shall be no instream disturbance of the Crawfish River at Station 9+95 as a result of construction activity under or for this contract, from March 1 to June 15, both dates inclusive, in order to avoid adverse impacts upon the spawning of aquatic species.

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

Migratory Birds

Swallow or other migratory bird nests have been observed on or under the existing structure(s). All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

6217-00-78 2 of 10

See below for information on affected structure(s). As a last resort, apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring.

Either prevent active nests from becoming established or prevent birds from nesting by installing and/or maintaining one suitable deterrent device on the following structure(s) prior to nesting activity under the bid item Maintaining Bird Deterrent System:

• B-11-0910

The structure(s) has an existing deterrent that was installed by Columbia County.

Working days will not be assessed for placement of deterrent systems.

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.

The county will cut all required trees for this project prior to construction. Remove any downed trees and grub the stumps and any remaining vegetation within the identified grubbing limits.

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 United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence or visual emergence 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 approval letter for the ECIP.

4. Traffic.

Close Old STH 73 Road to through traffic during construction. A detour route will not be signed.

Do not proceed with any operation until all traffic control devices for such work are in the proper location, as approved by the engineer.

Do not disturb, remove, or obliterate any permanent traffic control signs, advisory signs, shoulder delineators, or beam guard in place along the traveled roadways not shown on the plans without the approval of the engineer.

Provide 24 hours-a-day availability of equipment and forces to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed. In no case shall any barricade, light, or other traffic control device be out of service for more than two hours.

The cost to maintain and restore the above items shall be considered incidental to the traffic control item and no additional payment will be made, therefore.

The traffic requirements are subject to change at the direction of the engineer, in the event of an emergency.

6217-00-78 3 of 10

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 Old STH 73 Road 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, June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day;
- 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 does not come under the provision of Administrative Rule Trans 220. stp-107-066 (20080501)

Adams-Columbia Electric Cooperative has an existing overhead electric line east of the roadway within the project area. The overhead line from Station 7+20 to Station 14+05, pole at Station 9+20, and pole at Station 11+25 will be removed prior to construction. After construction is completed, the overhead line and poles will be placed back in their existing locations.

AT&T has a buried cable along the west right-of-way line which transfers to poles near Station 8+25 LT and 10+90 LT and crosses overhead the river. Prior to construction, the existing underground facilities will be retired in place and the poles and overhead line removed. A new underground facility will be placed within 3' of the western right-of-way line and a minimum depth of 10' below existing ground surface and/or the river bottom.

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 requirements of the special provisions. A copy of the permit is available from the regional office by contacting Zach Pearson at (608) 246-5319.

stp-107-054 (20210708)

8. Construction Over or Adjacent to Navigable Waters.

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

This reach of the Crawfish River is regularly used by recreational watercraft. It will be necessary to place navigational aids such as waterway markers throughout the construction zone to promote safe passage. Prior to the placement of waterway markers, a Waterway Marker Application and Permit will need to be obtained. For reference, there are two types of waterway markers, informational or controlling/restrictive. During the application process you will be notified if you need informational or controlling/restrictive markers. If controlling/restrictive markers are required, please allot enough time to work with the municipality as a local ordinance will need to be adopted.

The general steps for submission of a Waterway Marker Application and Permit are as follows:

- Please fill out the Waterway Marker Application and Permit form: http://dnr.wi.gov/files/PDF/forms/8700/8700-058.pdf Please identify The Wisconsin Department of Transportation as the applicant.
- 2. Include an aerial map-diagram or engineered-diagram of the work location and the placement of the waterway markers (buoys). If proposed GPS coordinates for each buoy are not provided, then markers placed on the diagram must show distance (in feet) from each marker location and from one permanent fixture as a benchmark.

6217-00-78 4 of 10

Forward the signed application/permit to both the DNR's Regional WisDOT Liaison Andy Barta and the local Recreational Safety Warden Nick Webster:

Andy Barta
DNR Southwest Region HQ
3911 Fish Hatchery Road
Fitchburg, WI 53711
(608) 228-7927

Nick Webster Recreational Safety Warden 3911 Fish Hatchery Road Fitchburg, WI 53711-5367 (608) 235-5885

Andrew.Barta@wisconsin.gov Nicholas.Webster@wisconsin.gov

4. If controlling/restrictive navigational markers are required, also provide the completed application/permit to the local municipality having jurisdictional authority over the area in which the waterway markers will be placed. Consult with the local municipality regarding their ordinance adoption process.

The DNR's Regional WisDOT Liaison will communicate with the local Warden and Recreational Safety Warden in processing and finalizing the permit. If the permit application is incomplete, or additional information is needed, the Recreation Safety Warden will work with DNR's Regional WisDOT Liaison to resolve.

NOTE: If permanent waterway markers are proposed to be modified, added, or temporarily relocated please include this information in the permit application.

9. 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.

6217-00-78 5 of 10

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)

10. Erosion Control Structures.

Within three calendar days after completing the excavation for a substructure unit, place riprap or other permanent erosion control items required by the contract or deemed necessary by the engineer around the unit at a minimum to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs.

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

stp-107-070 (20191121)

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

Paul Garvey, License Number All-117079, inspected Structure B-11-0910 for asbestos on October 17, 2019. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Zach Pearson, (608) 246-5319.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 03/20), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Zach Pearson, (608) 246-5319, Zachary.Pearson@dot.wi.gov, and via e-mail to dothazmatunit@dot.wi.gov or via U.S. mail to DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-11-0910, Old STH 73 Road over the Crawfish River
- Site Address: 1.3 miles north of STH 16, Section 1, T10N, R12E, Town of Columbus, Columbia County, WI
- Ownership Information: N1120 Schaefer Road, Columbus, WI 53925
- Contact: Zach Pearson, WisDOT SW Region
- Phone: (608) 246-5319
- Age: 90 years old. This structure was constructed in 1932.
- Area: 3966 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20220628)

12. Notice to Contractor – Salvaged Bridge Component.

The contractor will salvage a section of the existing bridge B-11-0910, selected by an authorized representative of Columbia County, and stockpile it outside the slope intercepts inside the right-of-way. The salvaged section of bridge will be transported by Columbia County to the Columbus Area Historical Society Museum. The salvaged section will need to be cut and will not exceed 8' x 8' x 2' in size. A "Salvage Summary" detailing the salvaged section will be provided by the engineer and must be followed by the contractor during the salvaging process. All costs associated with this work will be incidental to "Removing Structure Over Waterway Remove Debris B-11-0910".

6217-00-78 6 of 10

13. Notice to Contractor – DNR Parking Area.

The DNR-owned parking area approximately 500 feet northwest of the existing bridge may not be used by the contractor during construction. Access to this parking area must remain open at all times.

14. Notice to Contractor – Redfin Shiner.

Wisconsin DOT and the Wisconsin DNR are coordinating an Incidental Take Permit for the Redfin Shiner. Details of the mitigation will be determined prior to the letting.

15. Pier Construction.

Determine the method of construction, and observe the following conditions:

- 1. If a cofferdam is used, build the cofferdam of non-erodable material.
- 2. Concrete poured under water will be allowed; pour the concrete conforming to standard spec 502.3.5.3. Ensure that the forms are tight to prevent leakage of concrete into the stream. Treat all displaced water by filtration, settling basin, or other means sufficient to reduce the cement content before discharging the water into the stream.
- 3. Excavated material from the stream may be utilized in the fill slopes so long as it is covered with other suitable material to prevent it from eroding back into the stream.

stp-502-010 (20050502)

16. Underwater Substructure Inspection B-11-0175, Item 502.9000.S.

A Description

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

B (Vacant)

C Construction

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

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

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

D Measurement

The department will measure Underwater Substructure Inspection B-11-0175 once for each individual unit, acceptably completed. The entire pier or abutment substructure location is considered a unit. Multiple underwater inspections at the same substructure location to correct concrete deficiencies will not be measured.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT502.9000.SUnderwater Substructure Inspection B-11-0175EACH

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

stp-502-090 (20190618)

6217-00-78 7 of 10

17. Maintaining Bird Deterrent System Station 9+95, Item 999.2005.S.

A Description

This special provision describes inspecting, installing and/or maintaining approved deterrents that prevent migratory bird nesting on bridges and culverts. Swallows or other migratory birds' nests have been observed on or under the existing culvert or bridge at the station identified. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. One deterrent system shall be installed and/or maintained for each applicable structure. Deterrent methods selected shall be appropriate for structure type, size and/or site-specific constraints.

B Materials

B.1 Hardware and Lumber

Lumber, hardware, and fastening devices shall be durable enough to last through the length of the nesting season. Fastening devices and deterrence system must be approved by the engineer prior to installation on culverts and bridges that will remain in service after removal of deterrent systems. The method of fastening should not compromise the culvert or bridge concrete surfaces or steel protection systems. The attachment locations must be restored and repaired as needed by use of engineer approved fillers, sealers and paint systems

B.2 Netting Materials

Exclusion netting is material either wrapped around or draped and fastened to bridge decks/abutments and culvert corners to prevent bird entry.

Furnish exclusionary netting to deter nesting in bridge decks and abutments and corners of box culverts, consisting of either:

- a. 1/2" x 1/2" or 3/4" x 3/4" knotless, flame resistant, U.V. stabilized polyethylene or polypropylene netting with minimum 40-pound breaking strength per strand, or engineer approved equal.
- b. Galvanized wire mesh (hardware cloth) with a wire diameter of .040 inches (19-gauge) and opening width of 1/2-inch.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and of equal length as the netting.

B.3 Plastic Strip Curtain

Plastic strip curtains are strips of plastic attached to vertical surfaces in areas suitable for nesting.

Furnish 3-foot wide lengths of 6 mil minimum plastic sheeting with the lower 2 feet cut into vertical strips 2 inches wide.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and staples to attach plastic strips to wood to fabricate the strip curtain.

Furnish concrete screws to attach strip curtain to structure.

B.4 Corner Slope Materials

Corner slopes are pieces of curved plastic placed in corners suitable for nesting. They are particularly effective in preventing nesting in top corners of box culverts.

Furnish U.V. stabilized pre-fabricated PVC or polycarbonate corner slopes from commercial bird-deterrent manufacturers or an approved equal.

C Construction

C.1 General

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin Department of Natural Resources transportation liaison, Andy Barta at (608) 275-3308, or the department regional environmental coordinator, Brian Taylor at (608) 245-2630.

Efforts should be made to release trapped birds, unharmed.

6217-00-78 8 of 10

C.2 Nest Removal

Remove unoccupied nests prior to the beginning of the nesting season as designated in Prosecution and Progress. Nest removal involves the removal and disposal of unoccupied or partially constructed nests without eggs or nestlings. Removing all evidence of nesting (e.g., cleaning droppings from structures) eliminates a visual cue for a potential breeding location, especially for first-time breeders. Nest removal is not a type of deterrent and does not prevent nest establishment but can delay the process. As such, it should only be used in conjunction with other methods. It cannot be used on its own to ensure compliance. Nest removal is not required if deterrents are installed before the start of the avoidance window unless nests interfere with successful installation of the deterrent.

Remove nests on the structure by scraping or pressure washing prior to established avoidance windows to deter nesting. Remove only unoccupied or partially constructed nests without eggs or nestlings. Remove newly built nests every two days before eggs are laid. Nest removal is intended to be used prior to and in conjunction with other nesting deterrents.

C.3 Exclusion Netting

C.3.1 Installation

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Eliminate any loose pockets or wrinkles that could trap and entangle birds. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

For culverts, attach netting at a 45-degree angle at the culvert corner so it extends at least 12" below the corner.

C.4 Plastic Curtains

C.4.1 Installation

Attach plastic curtains along the entire length of vertical surface or corner on which nest building is to be deterred. Affix plastic curtain strips to treated lumber with staples spaced a minimum of 1 foot O.C. Wrap plastic curtains around lumber prior to attaching it to the structure to reduce the likelihood of it tearing out at the staples. Screw lumber into the underside of the bridge deck or top of box culvert with concrete screws placed 24-inches O.C. minimum.

C.5 Corner Slopes

C.5.1 Installation

Attach corner slopes to the structure per the manufacturer's recommendations. Use urethane-based adhesives if manufacturer supplied hardware or adhesives are not available or no recommendations are provided. Install end caps or seal ends of corner slopes to prevent entry of birds or other animals.

C.6 Inspection and Maintenance

Inspect bird deterrent devices every two weeks both during and prior to construction when deterrents have been installed to exclude birds prior to nesting windows, and after large storm events or high winds. Ensure that netting is taut, that no gaps or holes have formed, and that the nets are functioning properly. Ensure that corner slopes are not cracked or otherwise damaged and are functioning properly. Ensure that curtains are undamaged, with no tears, holes, or creases. Repair any damaged or loose deterrent devices. Inspect, maintain, and repair nesting deterrents whether installed by the contractor or others. Repair, replace, supplement deterrents as necessary with materials meeting the requirements of this specification.

Remove any unoccupied or partially constructed nests without eggs or nestlings.

Repair deterrents to prevent birds from attempting to nest again.

Record all inspection, removal, and maintenance activities. Provide inspection, removal and maintenance records to the engineer upon request.

C.7 Removal and Structure Repair

Maintain the deterrent until the engineer determines that the deterrent is deemed no longer necessary.

Upon completion of the project, remove any remaining migratory bird deterrent from the project site. If the existing bridge or culvert is to remain after construction, restore and repair as needed by use of engineer approved fillers, sealers and paint systems.

6217-00-78 9 of 10

D Measurement

The department will measure Installing and Maintaining Bird Deterrent System (Station) as a single unit at each structure, acceptably completed.

The department will measure Maintaining Bird Deterrent System (Station) as a single unit at each structure, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT999.2005.SMaintaining Bird Deterrent System Station 9+95EACH

Payment for Maintaining Bird Deterrent System is full compensation for inspecting structures for the presence of migratory birds, inspecting deterrents installed by others; maintaining, repairing, replacing, and supplementing existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

stp-999-200 (20220107)

18. Select Crushed Material for Travel Corridor, Item SPV.0195.01.

A Description

This special provision describes furnishing and placing select crushed material to fill voids to create a wildlife travel corridor.

B Materials

Furnish select crushed material according to the pertinent requirements of standard spec 312. Material shall be clean and substantially free from material passing the No. 4 (4.75mm) sieve.

C Construction

Place the material after the heavy riprap has been completed. Place material such that voids in the finished surface are 3 inches or less in any dimension.

D Measurement

The department will measure Select Crushed Material for Travel Corridor by the ton, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.01Select Crushed Material for Travel CorridorTON

Payment is full compensation for providing, placing, and shaping the material.

6217-00-78 10 of 10

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 5

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	5.000 STA		
0004	203.0250 Removing Structure Over Waterway Remove Debris (structure) 01. B-11-0910	1.000 EACH		
0006	204.0165 Removing Guardrail	208.000 LF	<u> </u>	
8000	205.0100 Excavation Common	240.000 CY		
0010	206.1001 Excavation for Structures Bridges (structure) 01. B-11-0175	1.000 EACH	·	
0012	206.5001 Cofferdams (structure) 01. B-11-0175	1.000 EACH	<u> </u>	
0014	208.0100 Borrow	2,591.000 CY	<u> </u>	
0016	210.1500 Backfill Structure Type A	590.000 TON		
0018	213.0100 Finishing Roadway (project) 01. 6217- 00-78	1.000 EACH	·	
0020	305.0110 Base Aggregate Dense 3/4-Inch	115.000 TON	<u> </u>	
0022	305.0120 Base Aggregate Dense 1 1/4-Inch	630.000 TON	<u> </u>	
0024	415.0410 Concrete Pavement Approach Slab	140.000 SY		
0026	455.0605 Tack Coat	73.000 GAL		
0028	465.0105 Asphaltic Surface	235.000 TON		
0030	502.0100 Concrete Masonry Bridges	378.000 CY		
0032	502.3200 Protective Surface Treatment	725.000 SY		·





Page 2 of 5

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	502.9000.S Underwater Substructure Inspection (structure) 01. B-11-0175	1.000 EACH	·	·
0036	503.0137 Prestressed Girder Type I 36W-Inch	755.000 LF		
0038	505.0400 Bar Steel Reinforcement HS Structures	9,420.000 LB	<u></u>	<u> </u>
0040	505.0600 Bar Steel Reinforcement HS Coated Structures	50,080.000 LB	·	·
0042	506.2605 Bearing Pads Elastomeric Non- Laminated	16.000 EACH	<u>.</u>	·
0044	506.4000 Steel Diaphragms (structure) 01. B-11- 0175	12.000 EACH	<u>-</u>	·
0046	513.4061 Railing Tubular Type M	477.800 LF		
0048	516.0500 Rubberized Membrane Waterproofing	24.000 SY		<u></u>
0050	550.0500 Pile Points	27.000 EACH		
0052	550.1100 Piling Steel HP 10-Inch X 42 Lb	630.000 LF		
0054	550.1120 Piling Steel HP 12-Inch X 53 Lb	315.000 LF		
0056	606.0300 Riprap Heavy	460.000 CY		
0058	612.0406 Pipe Underdrain Wrapped 6-Inch	210.000 LF		
0060	614.2300 MGS Guardrail 3	162.500 LF		<u></u>
0062	614.2500 MGS Thrie Beam Transition	157.600 LF		
0064	614.2610 MGS Guardrail Terminal EAT	4.000 EACH		<u></u> .





Page 3 of 5

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	618.0100 Maintenance And Repair of Haul Roads (project) 01. 6217-00-78	1.000 EACH	·	·
0068	619.1000 Mobilization	1.000 EACH		
0070	623.0200 Dust Control Surface Treatment	1,610.000 SY		
0072	624.0100 Water	8.000 MGAL		
0074	625.0500 Salvaged Topsoil	1,710.000 SY		
0076	628.1504 Silt Fence	870.000 LF		
0078	628.1520 Silt Fence Maintenance	1,740.000 LF		
0800	628.1905 Mobilizations Erosion Control	4.000 EACH		
0082	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	·	
0084	628.2008 Erosion Mat Urban Class I Type B	1,882.000 SY		
0086	628.6005 Turbidity Barriers	450.000 SY		
8800	628.7504 Temporary Ditch Checks	35.000 LF	·	
0090	628.7555 Culvert Pipe Checks	4.000 EACH		<u> </u>
0092	629.0210 Fertilizer Type B	2.000 CWT		
0094	630.0120 Seeding Mixture No. 20	65.000 LB	<u> </u>	
0096	630.0200 Seeding Temporary	65.000 LB		





Page 4 of 5

Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0098	630.0300 Seeding Borrow Pit	12.000 LB		
0100	630.0500 Seed Water	60.000 MGAL		
0102	634.0614 Posts Wood 4x6-Inch X 14-FT	4.000 EACH		
0104	637.2230 Signs Type II Reflective F	12.000 SF	·	<u> </u>
0106	638.2602 Removing Signs Type II	4.000 EACH	·	·
0108	638.3000 Removing Small Sign Supports	4.000 EACH	·	
0110	642.5001 Field Office Type B	1.000 EACH		<u> </u>
0112	643.0420 Traffic Control Barricades Type III	2,196.000 DAY	<u> </u>	<u> </u>
0114	643.0705 Traffic Control Warning Lights Type A	2,928.000 DAY	<u> </u>	<u></u>
0116	643.0900 Traffic Control Signs	1,708.000 DAY	<u> </u>	
0118	643.5000 Traffic Control	1.000 EACH	<u> </u>	<u></u>
0120	645.0111 Geotextile Type DF Schedule A	110.000 SY		<u> </u>
0122	645.0120 Geotextile Type HR	1,085.000 SY		
0124	650.4500 Construction Staking Subgrade	473.000 LF		<u></u>
0126	650.5000 Construction Staking Base	473.000 LF		<u> </u>
0128	650.6501 Construction Staking Structure Layout (structure) 01. B-11-0175	1.000 EACH	<u> </u>	<u> </u>



Page 5 of 5

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
0130	650.9911 Construction Staking Supplemental Control (project) 01. 6217-00-78	1.000 EACH		
0132	650.9920 Construction Staking Slope Stakes	473.000 LF	·	·
0134	690.0150 Sawing Asphalt	44.000 LF		·
0136	715.0502 Incentive Strength Concrete Structures	2,268.000 DOL	1.00000	2,268.00
0138	999.2005.S Maintaining Bird Deterrent System (station) 01. 9+95	1.000 EACH	<u> </u>	·
0140	SPV.0195 Special 01. Select Crushed Material for Travel Corridor	15.000 TON	<u> </u>	·
	Section: 00	001	Total:	

Total Bid: _____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

February 6, 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 #12: 6217-00-78

Town of Columbus, Old STH 73 Rd Crawfish River Bridge, B-11-0175

Local Street Columbia County

Letting of February 14, 2023

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

Special Provisions:

	Revised Special Provisions		
Article	Description		
No.	Description		
3	Prosecution and Progress.		
14	Notice to Contractor – Redfin Shiner.		

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
40	Quantities (switched N. Abutment and Pier quantities)

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 6217-00-78

February 6, 2023

Special Provisions

3. Prosecution and Progress.

Replace paragraph four with the following:

The Notice to Proceed will be issued such that work shall start no later than May 22, 2023, unless otherwise approved by the engineer.

Delete entire section titled Fish Spawning:

14. Notice to Contractor – Redfin Shiner.

Replace entire article language with the following:

Wisconsin DOT and the Wisconsin DNR have agreed upon an Incidental Take Authorization for the Redfin Shiner. Minimization and mitigation measures of the authorization are shown below.

- 1. A fisheries consultant will be hired by WisDOT, or WDNR fisheries staff, will be utilized as part of the construction contract for this project. All references to the "fisheries professional" below pertain to the WisDOT-hired or DNR staff professional. All conservation measures shown below are incidental to bid item 203.0250.01 "Removing Structures Over Waterway Remove Debris B-11-0910".
- 2. To ensure protection of the Redfin Shiner species, warm water in-stream restrictions (March 1-June 15) have been removed to allow construction of a causeway and coffer dam prior to spawning of the Redfin Shiner beginning in June.
- 3. The coffer dam, and causeway, if necessary, must be constructed prior to June 1, 2023. Construction of the coffer dam prior to June 1, 2023 will enable no dewatering timeframe restrictions as the coffer dam will then be isolated from the river flow. See dewatering requirements 8 through 10.
- 4. Erosion control measures and best management practices for decreasing sedimentation must be practiced at all times.
- 5. Erosion control will be implemented according to DNR stormwater protocols. Erosion control mats that are used must contain biodegradable thread.
- 6. Efforts will be taken to control flow rates to promote the natural migration of fish from the dewatering area to downstream areas as a preferred means of removing fish from the work area. In an attempt to maximize the number of fish moving downstream naturally as waters recede, fish will be herded towards downstream areas as conditions allow. Fish will be herded using long handled nets or similar means with a primary emphasis on avoiding the disturbance of soft sediments that would lead to increased turbidity.

- 7. To minimize stranding of fish, a dewatering rate of less than or equal to 10 m³/hr (cubic meters per hour) would be preferred with a maximum pumping rate of approximately 90 m³/hour (~400 gallons per minute). A higher dewatering rate will be ok; however, if the number of strandings observed is unacceptably high upon review of the fisheries consultant, then measures will be implemented to reduce strandings and mortality rates.
- 8. Contractors will protect pump inlets with a large drum (e.g. 55 gal) that will be perforated at the bottom and wrapped with ¼ –inch screening, or wrap the trash pump inlet with the ¼-inch screening, installing sand bags around it to a height of 1-inch above the water surface.
- 9. If using a drum, each drum will contain 16 four-inch diameter holes staggered between 8 and 16 inches of the bottom of the drum. An additional barrier, consisting of a ring of sandbags around the barrel stacked to a height just below (1-inch) of the water surface, would also be added. The sandbags would create a physical barrier between a majority of the water column and the intake (drum), thereby nearly exhausting any possibility for any fish or other aquatic organisms to be impacted.
- 10. Pumping operations will be overseen by the fisheries professional. The fisheries professional will regularly check for fish impingement on the screens during dewatering. If any fish are observed being impinged on the screen(s), fish will be immediately removed and relocated downstream by the fisheries professional. As the dewatering effort slows, some fish will remain in small pools, shallow areas and other suitable hiding spots, and a search and rescue effort will begin for the stranded fish. All efforts will be made to remove as many fish as possible; this will be accomplished by carefully turning over logs, rocks, debris, etc.
- 11. The individual leading the fish rescue/transport work will be an experienced fish biologist with a Regulatory Removals Broad Incidental Take Permit/Authorization issued by the WDNR.
- 12. All fish found onsite will be recorded (species, approximate age, possible cause of death), photographed, and reported to Stacy Rowe (stacy.rowe@wi.gov) within 60 days from the completion of the project.
- 13. Upon completion of the project, all areas of temporary disturbance will be restored to pre-existing (or better) conditions; this includes river substrates, banks and shorelines.
- 14. All individuals working on the project site (e.g., engineers, construction crew, biologists) will be briefly trained on how to identify the Redfin Shiner and instructed on the general conservation measures associated with the Incidental Take Authorization, including what to do if the Redfin Shiner is observed within the project area.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 40.

Addendum No. 01 ID 6217-00-78 Revised Sheet 40 February 6, 2023

STATE PROJECT NUMBER 6217-00-78

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MOVING STRUCTURE OVER WATERWAY REMOVE DEBRIS B-11-910

TOTAL ESTIMATED QUANTITIES

2,860

CONCRETE MASONAY BRIDGES
POTECTIVE SURFACE FRAZINENT
S UNDERWALTER SUBFACE FRAZINENT
PRESTRESSED GIRORE INSECTION B-11-175
PRESTRESSED GIRORE INPECTION B-11-175
PRESTRESSED GIRORE INPECTION B-11-175
PRESTRESSED GIRORE INPECTION B-11-175
BAR STEEL RELIN RONCEMBAT HS CRAFTE STRUCTURES
BEARING PADS ELASOMERIC NON-LAMINATED
STEEL DIPARAGANS B-11-175
RAILING TUBULAR TYPE M
RUBBERTZED MEMBRANE WATERPROFING

GEOTEXTILE TYPE DF SCHEDULE A GEOTEXTILE TYPE HR SELECT CRUSHED MATERIAL FOR TRAVEL

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= 8,000 p.s.i.

36M" PRESTRESSED GIRDER CONCRETE MASONRY STRANDS - 0.6" DIA. WITH ULTIMATE TENSILE STRENGTH OF

HIGH STRENGTH BAR STEEL REINFORCEMENT (GRADE 60)

CONCRETE MASONRY SUPERSTRUCTURE.

MATERIAL PROPERTIES:

£ 0F PIER STA, 9+95,00 EL, 846,25 HWY 73-£ 0F 5. ABUT. STA. 9+01.00 EL. 846.83 OLD P 220' V.C. P.C. STA. 6+77.00

 ∞

01/27/2023

P.I. STA. 11+42.50 EL. 845.31

105' V.C.

La Maria

DNS

CONCRETE QUANTITIES REVISION

DATE

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION

P.T. STA. 11+95.00

SHEET 2 OF

QUANTITIES, TYPICAL SECTION -& NOTES

3433 Oakwood Hills Parkway Eau Claire, WI 54701 www.AyresAssociates.com

AYRES

ORIGINAL PLANS PREPARED BY

4

ZSS CK'D.

STRUCTURE B-11-175

BENCH MARK: CP 102 - REBAR CAP STA, 10+91, 20' LT. EL. 839.05

P.C. STA. 10+90.000 \$\frac{\partial}{2} \text{ OF N. ABUT.} \text{ P3.64} \text{ EL. 845.64} \text{ EL. 845.64} PROFILE GRADE LINE

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ROADWAY OVERTOPPING FREQUENCY FREQUENCY= 13 YEARS 0₁₃ = 3,200 c.f.s. HW₁₈ = EL. 837.32 2 YEAR FREQUENCY 02 = 1.800 c.f.s. VEL. = 2.0 f.p.s. HW₂ = EL. 835.35 WATERWAY AREA = 1,263 sq. ft.
DRAINAGE AREA = 153 sq. mi.
SCOUR CRITICAL CODE = 5
DATUM = NAVD88 (2012) VEL. = 2.6 f.p.s. HW₁₀₀ = EL. 839.44

0 Noo = 5.670 c.f.s. { BRIDGE = 3.951 c.f.s. OVERFLOW = 1.719 c.f.s.

HYDRAULIC DATA: 100 YEAR FREQUENCY

OUNDATION DATA:

ABUTMENTS TO BE SUPPORTED ON MP 10 × 42 STEEL PILING (WITH PILE POINTS) DEFIVENT OF A REQUEED DEMINANC RESISTANCE OF 180 TONS \$ PER PILE AS DETERMINED BY THE MODIFIED CATES DYNAMIC PORMULA. ESTIMÁTED LENDIH 35-0°. PRE TO BE SUPPORTED ON HP 12 × 53 STEEL PUING WITH PILE POINTS). DOTHURN TO A REQUIRED DRIVING RESTRANCE OF 220 TONS + PER PILE AS DETENMENTE BY THE MODIFED CATES DYNAMIC PORMULA, ESTIMATED LENTH 35-0".

FTHE FACTORED AXIAL RESISTANCE OF PILES IN COMPRESSION USED FOR DESIGN IS THE REQUIRED DRIVING RESISTANCE MULTIPLED BY A RESISTANCE FACTOR OF 0.5 USING MODIFIED SATES TO DETERMINE DRIVEN PILE CAPACITY.

A.A.D.T. = 190 (2023) A.A.D.T. = 210 (2043) R.D.S. = 35 M.P.H.

1±47±410837 Old Hwy 73 over Crawfish River±Structures±CADD±Post Let Revision 1±410837 quan.dgn

DESIGN LOADING: HL-93 INEWFRIOPR ARTING FACTOR: 1.54 OPERATING FACTOR: 1.52 WISCONSIN STANDARD PERMIT VEHICLE (WIS-SPV) * 250 KIPS

DESIGN DATA

STRUCTURE IS DESIGNED FOR A FUTURE WEARING SURFACE OF 20 #/S.F.