

HIGHWAY WORK PROPOSAL

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

Proposal Number: **008**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Pierce	7180-00-79	N/A	Pepin - Hager City; Ush 63 Intersection	STH 035

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

Proposal Guaranty Required: \$40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: July 11, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <div style="text-align: center;">SAMPLE</div> <div style="text-align: center;">NOT FOR BIDDING PURPOSES</div>
Contract Completion Time 40 Working Days	
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 Department Use Only
Base, HMA Pavement, Curb and Gutter, Sidewalk, Storm Sewer, Pavement Marking, Street Lighting.	
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://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

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

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

<https://wisconsin.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™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
 Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

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)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

Special Provisions

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STSP'S Revised January 13, 2023

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 7180-00-79, Pepin – Hager City, USH 63 intersection, STH 35, Pierce 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 (20230113)

2. Scope of Work.

The work under this contract shall consist of removing storm sewer, storm sewer installation, base aggregate, HMA pavement, guardrail, pavement marking, shouldering, lighting, and traffic control 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.

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.

Contractor means and methods to remove trees will not be allowed. If it is determined that trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

4. Traffic.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control as shown on the plans. Submit the plan 14 days prior to the preconstruction conference, or if after the preconstruction conference, 14 days prior to the intended use of the revised traffic control. A request does not constitute approval.

Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work. Coordinate all arrangements for handling traffic with the engineer before work is started on a new stage of construction that will change the traffic pattern existing at the time. Ensure that all traffic control devices are in place and approved by the engineer before beginning each stage.

Do not park or store equipment or material not being used during actual performance of the work within the right-of-way unless otherwise approved by the engineer.

Place drums and other temporary traffic control devices on the outer edge of the shoulder when not in use.

Place roadway signing and roadway temporary pavement marking as detailed on the plans and in conformance to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

Equip all vehicles and equipment which are operated on the roadway pavement or shoulders with a flashing yellow light that operates when the vehicle is operating at speeds less than the speed of normal traffic.

Employ such flaggers, signs, barricades, and drums as may be necessary to safeguard local traffic at all locations affected by construction operations. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance devices, day or night.

Stage construction and traffic as follows:

Stage 1: Close the USH 63 NB to STH 35 SB free flow right turn lane and the USH 63 NB right turn lane at STH 35 to traffic. Shift the STH 35 SB lane and a portion of the STH 35 NB through/left lane to the west as shown in the plans. Remove and replace the raised channelizing island with temporary asphaltic surface. Remove the existing and construct the new culvert storm system under the free flow turn lane to the limits shown in the plans. Abandon and seal the existing smaller culvert pipe. Construct the asphaltic flume. Reconstruct the free flow right turn lane roadway, including the top pavement layer, and beam guard removed for the culvert work.

Stage 2: Open the free flow right turn lane to traffic. Keep the USH 63 NB right turn lane at STH 35 closed to traffic. Close 170th Avenue to traffic. Install temporary traffic signals at the intersection of STH 35 and USH 63 according to the plans. Close the STH 35 SB lane and a portion of the STH 35 NB lane to traffic as shown in the plans. Sign a single bi-directional lane along the east side of STH 35. Install temporary shoring at the east end of the stage 2 excavation limits. Remove the next piece of existing and construct the next segment of the new culvert storm sewer system. Reconstruct the west half of STH 35 except do not pave the top layer of HMA pavement.

Stage 3: Keep the USH 63 NB right turn lane at STH 35 and 170th Avenue closed to traffic. Close the STH 35 NB lane and a portion of the STH 35 SB lane to traffic as shown in the plans. Sign a single bi-directional lane along the west side of STH 35. Install temporary shoring at the west end of the stage 3 excavation limits. Remove the remaining piece of existing and construct the remaining segment of the new culvert storm sewer system. Reconstruct the east half of STH 35 except do not pave the top layer of HMA pavement.

Stage 4: Remove the temporary signals. Keep the USH 63 NB right turn lane at STH 35 closed to traffic. Shift the STH 35 SB and NB through/left lanes to the west as shown in the plans and open to traffic. Construct the raised channelizing island.

Stage 5: Place the top surface layer of HMA pavement on STH 35 utilizing flaggers.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 35 or USH 63 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, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day;
- From noon Friday, September 15, 2023 to 6:00 AM Monday, September 18, 2023 for Fall Flood Run;
- From noon Wednesday, November 22, 2023 to 6:00 AM Monday, November 27, 2023 for Thanksgiving.

6. Utilities.

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

stp-107-065 (20080501)

Use caution to ensure the integrity of underground utility facilities and maintain OSHA code clearances from overhead facilities at all times.

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

There are discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. Request or view these documents at the NW Region WisDOT office during normal working hours.

BEVCOMM – Communication

The following will conflict with construction:

- Existing buried 400 pair copper cables crossing USH 63 at approximately Station 60+50 will be discontinued in place.
- This work is anticipated to be completed prior to construction.

Dairyland Power Cooperative – Electricity-transmission

- Arrange for a watchdog to be on site during any work within 10 feet of the pole at approximately station 99+14 (70' LT) of STH 35.

We Energies – Gas/Petroleum

The following will conflict with construction:

- Existing gas main crossing STH 35 at approximately Station 101+00 and crossing USH 63 at approximately 58+50 will be relocated to cross USH 63 at approximately station 61+75 to avoid construction. The old main within these limits will be discontinued in place.
- Existing gas main along USH 63 between approximately Station 52+00 and 61+00 RT, and crossing STH 35 at approximately Station 99+25, will be relocated approximately 100' south to avoid construction. The old main within these limits will be discontinued in place.
- This work is anticipated to be completed prior to construction.

The following utility owners have facilities within the project area; however, no adjustments are anticipated:

- **Xcel Energy - Electricity**

7. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:

- 4.1. Washing with ~212 F water (steam clean), or
- 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
- 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

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

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8. Inlet Special, Item SPV.0060.01.

A Description

This special provision describes constructing inlets made of concrete, with necessary reinforcement, including required excavating and backfilling, according to standard spec 611, as the plans show, and as hereinafter provided.

B Materials

Furnish materials that are according to standard spec 611.2.

C Construction

Construct inlets according to standard spec 611.3.

D Measurement

The department will measure Inlet Special as each individual inlet, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Inlet Special	EACH

Payment is full compensation for providing materials, including masonry, conduit, and sewer connections, and other fittings; for excavating, backfilling, and for cleaning out and restoring the site.

The department will apply contract unit prices without adjustment to the quantity of inlets constructed to depths not greater than one foot above or below the elevations, the plans show. Inlets that the engineer orders constructed to depths greater than one foot above or below the elevations the plans show as specified for extra work in standard spec 109.4.

9. Temporary Connection to Culvert Pipe, Item SPV.0060.02.

A Description

This special provision describes temporarily connecting existing or temporary culvert pipes to new storm sewer pipes or existing culvert pipes in order to maintain storm water flow during construction.

B Materials

Furnish materials conforming to the pertinent provisions of standard spec 611 or as approved by the engineer.

C Construction

Connect the existing or temporary pipes to the new or existing pipes with an appropriate coupling, concrete collar or by means approved by the engineer. Any additional materials required to connect the pipes are considered incidental to this bid item.

D Measurement

The department will measure Temporary Connection to Culvert Pipe as each individual connection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Temporary Connection to Culvert Pipe	EACH

Payment is full compensation for installation and removal of the temporary connection, repair of the new pipe after removal of the temporary connection and furnishing and installing all materials, couplings, and concrete collars.

10. Salvage and Reinstall Light Pole, Item SPV.0060.03; Salvage and Reinstall Signal Equipment, Item SPV.0060.04.

A Description

This special provision describes removing, salvaging, and reinstalling existing traffic signal equipment and light poles, according to the pertinent provisions of standard spec 204, 651, 652, 655, 657, 658, 659, and as hereinafter provided. Specific removal items are noted in the plan.

B (Vacant)

C Construction

Arrange for the de-energizing of the lighting and flasher system with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the Northwest Region – Eau Claire Office Electrical Field Unit at (715) 577-0662 at least five working days prior to the deactivation of the lighting and flasher system. Salvage and remove the traffic signal equipment and light poles as soon as possible following shut down of this equipment.

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment and light poles to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Salvage the equipment necessary for reinstallation as indicated in the plans. If required, storage of the salvaged signal equipment and light poles prior to reinstallation is the responsibility of the contractor and is incidental to this item. Any salvaged equipment damaged during transportation or storage shall be replaced at the contractor's expense.

Carefully disconnect and remove traffic signal equipment or light pole from its concrete base. Retain all mounting hardware for signal heads and signing. Ensure that all access hand hole doors and all associated hardware remain intact.

Remove the underground wiring/cabling as indicated on the plans. Dispose of the cable and wires off the state right-of-way.

Reinstall the above-ground equipment as indicated on the plans and according to standard spec 651.3, 652.3, 655.3, 657.3, 658.3, and 659.3.

D Measurement

The department will measure Salvage and Reinstall Light Pole and Salvage and Reinstall Signal Equipment by each individual light pole or signal salvaged and reinstalled, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Salvage and Reinstall Light Pole	EACH
SPV.0060.04	Salvage and Reinstall Signal Equipment	EACH

Payment is full compensation for removing, salvaging, scrapping of some materials, disposing of scrap material, reinstalling, and incidentals necessary to complete the contract work.

11. Vehicle Detection for Temporary Traffic Signal, SPV.0060.05.

A Description

This special provision describes furnishing, installing and maintaining vehicle detection systems at the intersection of USH 63 and STH 35 in conjunction with temporary traffic signals as shown in the plans. The desired vehicle detection zones and their operational parameters are show in the plans.

B Materials

Provide all necessary equipment for the approved method of temporary vehicle detection.

Select, with prior approval of the engineer and the department, the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include, but are not limited to, temporary inductive loops, microwave detection, or video detection. Detection technology shall provide for true presence detection.

C Construction

Damage to non-temporary pavement for temporary detection loops will not be allowed. Any pavement damaged during installation shall be replaced at the contractor's expense.

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub-stage as shown in the plans, requested by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

D Measurement

The department will measure Vehicle Detection for Temporary Traffic Signal as each intersection furnished, installed, and acceptably completed. This includes any necessary demonstrations. If repairs or adjustments to restore vehicle detection to full function are not made the same day as notification, the associated pay item shall be reduced by the following amounts:

- First instance: No deduct if repaired within 24 hours.
- Each subsequent instance: 5% deduct for each day or partial day of non-compliance.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Vehicle Detection for Temporary Traffic Signal	EACH

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing, installing and adjusting or moving the equipment, including all required materials, tools and supplies; for furnishing all labor; for clean-up and waste disposal; and for furnishing all incidentals necessary to complete the contract work.

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

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.

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 subplot 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)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.1 \times \text{PWL}) - 9.5$
>= 85 to < 95	0
>= 30 to < 85	$(1.5/55 \times \text{PWL}) - 127.5/55$
< 30	-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 subplot 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)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.2 \times \text{PWL}) - 19$
>= 85 to < 95	0
>= 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-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 subplot 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)	Pay Adjustment (dollars per square yard)
>= 99 to 100	10
>= 90 to < 99	0
>= 50 to < 90	$(7/8 \times \text{PWL}) - 78.75$
< 50	-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 subplot 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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/rdw/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.



Proposal Schedule of Items

Proposal ID: 20230711008 Project(s): 7180-00-79

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0210 Grubbing	628.000 SY	_____.	_____.
0004	204.0110 Removing Asphaltic Surface	927.000 SY	_____.	_____.
0006	204.0150 Removing Curb & Gutter	187.000 LF	_____.	_____.
0008	204.0155 Removing Concrete Sidewalk	14.000 SY	_____.	_____.
0010	204.0180 Removing Delineators and Markers	3.000 EACH	_____.	_____.
0012	204.0195 Removing Concrete Bases	3.000 EACH	_____.	_____.
0014	204.0220 Removing Inlets	1.000 EACH	_____.	_____.
0016	204.0245 Removing Storm Sewer (size) 01. 60-Inch	476.000 LF	_____.	_____.
0018	204.0270 Abandoning Culvert Pipes	1.000 EACH	_____.	_____.
0020	213.0100 Finishing Roadway (project) 01. 7180-00-79	1.000 EACH	_____.	_____.
0022	305.0110 Base Aggregate Dense 3/4-Inch	54.000 TON	_____.	_____.
0024	305.0120 Base Aggregate Dense 1 1/4-Inch	789.000 TON	_____.	_____.
0026	350.0104 Subbase	838.000 TON	_____.	_____.
0028	416.0610 Drilled Tie Bars	8.000 EACH	_____.	_____.
0030	450.4000 HMA Cold Weather Paving	50.000 TON	_____.	_____.



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SECTION: 0001

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	455.0605 Tack Coat	139.000 GAL	_____.	_____.
0034	460.2000 Incentive Density HMA Pavement	220.000 DOL	1.00000	220.00
0036	460.6244 HMA Pavement 4 MT 58-34 S	337.000 TON	_____.	_____.
0038	465.0125 Asphaltic Surface Temporary	10.000 TON	_____.	_____.
0040	465.0310 Asphaltic Curb	126.000 LF	_____.	_____.
0042	465.0315 Asphaltic Flumes	23.000 SY	_____.	_____.
0044	511.1100 Temporary Shoring	912.000 SF	_____.	_____.
0046	520.2060 Culvert Pipe Temporary 60-Inch	172.000 LF	_____.	_____.
0048	522.1060 Apron Endwalls for Culvert Pipe Reinforced Concrete 60-Inch	1.000 EACH	_____.	_____.
0050	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	177.000 LF	_____.	_____.
0052	602.0410 Concrete Sidewalk 5-Inch	115.000 SF	_____.	_____.
0054	603.8000 Concrete Barrier Temporary Precast Delivered	275.000 LF	_____.	_____.
0056	603.8125 Concrete Barrier Temporary Precast Installed	513.000 LF	_____.	_____.
0058	603.8500 Anchoring Concrete Barrier Temporary Precast	176.000 LF	_____.	_____.
0060	606.0200 Riprap Medium	23.000 CY	_____.	_____.



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SECTION: 0001

Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	608.0360 Storm Sewer Pipe Reinforced Concrete Class III 60-Inch	469.000 LF	_____.	_____.
0064	611.0612 Inlet Covers Type C	2.000 EACH	_____.	_____.
0066	611.2008 Manholes 8-FT Diameter	2.000 EACH	_____.	_____.
0068	614.0305 Steel Plate Beam Guard Class A	150.000 LF	_____.	_____.
0070	614.0400 Adjusting Steel Plate Beam Guard	50.000 LF	_____.	_____.
0072	614.0905 Crash Cushions Temporary	1.000 EACH	_____.	_____.
0074	614.0920 Salvaged Rail	150.000 LF	_____.	_____.
0076	618.0100 Maintenance And Repair of Haul Roads (project) 01. 7180-00-79	1.000 EACH	_____.	_____.
0078	619.1000 Mobilization	1.000 EACH	_____.	_____.
0080	620.0300 Concrete Median Sloped Nose	99.000 SF	_____.	_____.
0082	624.0100 Water	17.000 MGAL	_____.	_____.
0084	625.0500 Salvaged Topsoil	3,448.000 SY	_____.	_____.
0086	627.0200 Mulching	1,943.000 SY	_____.	_____.
0088	628.1504 Silt Fence	633.000 LF	_____.	_____.
0090	628.1520 Silt Fence Maintenance	633.000 LF	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001

Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	628.1905 Mobilizations Erosion Control	3.000 EACH	_____.	_____.
0094	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	_____.	_____.
0096	628.2002 Erosion Mat Class I Type A	1,505.000 SY	_____.	_____.
0098	628.7005 Inlet Protection Type A	2.000 EACH	_____.	_____.
0100	629.0210 Fertilizer Type B	0.930 CWT	_____.	_____.
0102	630.0120 Seeding Mixture No. 20	39.000 LB	_____.	_____.
0104	630.0500 Seed Water	27.000 MGAL	_____.	_____.
0106	633.0100 Delineator Posts Steel	5.000 EACH	_____.	_____.
0108	633.0500 Delineator Reflectors	5.000 EACH	_____.	_____.
0110	633.5200 Markers Culvert End	1.000 EACH	_____.	_____.
0112	638.2102 Moving Signs Type II	5.000 EACH	_____.	_____.
0114	638.3000 Removing Small Sign Supports	1.000 EACH	_____.	_____.
0116	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0118	643.0300 Traffic Control Drums	3,262.000 DAY	_____.	_____.
0120	643.0420 Traffic Control Barricades Type III	357.000 DAY	_____.	_____.
0122	643.0715 Traffic Control Warning Lights Type C	975.000 DAY	_____.	_____.



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SECTION: 0001

Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	643.0900 Traffic Control Signs	1,500.000 DAY	_____.	_____.
0126	643.0920 Traffic Control Covering Signs Type II	5.000 EACH	_____.	_____.
0128	643.1050 Traffic Control Signs PCMS	85.000 DAY	_____.	_____.
0130	643.3150 Temporary Marking Line Removable Tape 4-Inch	1,080.000 LF	_____.	_____.
0132	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	87.000 LF	_____.	_____.
0134	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0136	645.0120 Geotextile Type HR	136.000 SY	_____.	_____.
0138	646.1020 Marking Line Epoxy 4-Inch	694.000 LF	_____.	_____.
0140	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	275.000 LF	_____.	_____.
0142	646.3020 Marking Line Epoxy 8-Inch	153.000 LF	_____.	_____.
0144	646.6120 Marking Stop Line Epoxy 18-Inch	37.000 LF	_____.	_____.
0146	646.6464 Cold Weather Marking Epoxy 4-Inch	969.000 LF	_____.	_____.
0148	646.6468 Cold Weather Marking Epoxy 8-Inch	153.000 LF	_____.	_____.
0150	646.9000 Marking Removal Line 4-Inch	1,070.000 LF	_____.	_____.
0152	650.4000 Construction Staking Storm Sewer	4.000 EACH	_____.	_____.



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Federal ID(s): N/A

SECTION: 0001

Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	650.4500 Construction Staking Subgrade	200.000 LF	_____.	_____.
0156	650.5000 Construction Staking Base	200.000 LF	_____.	_____.
0158	650.5500 Construction Staking Curb Gutter and Curb & Gutter	221.000 LF	_____.	_____.
0160	650.8501 Construction Staking Electrical Installations (project) 01. 7180-00-79	1.000 EACH	_____.	_____.
0162	650.9500 Construction Staking Sidewalk (project) 01. 7180-00-79	1.000 EACH	_____.	_____.
0164	650.9911 Construction Staking Supplemental Control (project) 01. 7180-00-79	1.000 EACH	_____.	_____.
0166	650.9920 Construction Staking Slope Stakes	200.000 LF	_____.	_____.
0168	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	70.000 LF	_____.	_____.
0170	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	190.000 LF	_____.	_____.
0172	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	5.000 LF	_____.	_____.
0174	653.0140 Pull Boxes Steel 24x42-Inch	3.000 EACH	_____.	_____.
0176	653.0905 Removing Pull Boxes	3.000 EACH	_____.	_____.
0178	654.0101 Concrete Bases Type 1	1.000 EACH	_____.	_____.
0180	654.0105 Concrete Bases Type 5	2.000 EACH	_____.	_____.



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SECTION: 0001

Contract Items

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Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	655.0210 Cable Traffic Signal 3-14 AWG	490.000 LF	_____.	_____.
0184	655.0615 Electrical Wire Lighting 10 AWG	4,000.000 LF	_____.	_____.
0186	658.5070 Signal Mounting Hardware (location) 01. USH 63 & STH 35 Intersection	1.000 EACH	_____.	_____.
0188	661.0201 Temporary Traffic Signals for Intersections (location) 01. USH 63 & STH 35 Intersection	1.000 EACH	_____.	_____.
0190	690.0150 Sawing Asphalt	363.000 LF	_____.	_____.
0192	690.0250 Sawing Concrete	6.000 LF	_____.	_____.
0194	SPV.0060 Special 01. Inlet Special	1.000 EACH	_____.	_____.
0196	SPV.0060 Special 02. Temporary Connection To Culvert Pipe	3.000 EACH	_____.	_____.
0198	SPV.0060 Special 03. Salvage and Reinstall Light Pole	2.000 EACH	_____.	_____.
0200	SPV.0060 Special 04. Salvage and Reinstall Signal Equipment	1.000 EACH	_____.	_____.
0202	SPV.0060 Special 05. Vehicle Detection for Temporary Traffic Signal	1.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE