

HIGHWAY WORK PROPOSAL

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

Proposal Number: **027**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Langlade	9155-05-71	N/A	Langlade - Pickerel; Nine Mile Creek B-34-0010	STH 055

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: March 12, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <div style="text-align: center;"> SAMPLE NOT FOR BIDDING PURPOSES </div> This contract is exempt from federal oversight.
Contract Completion Time 80 Working Days	
Assigned Disadvantaged Business Enterprise Goal 0%	

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

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.

Subscribed and sworn to before me this date _____

 (Signature, Notary Public, State of Wisconsin)

 (Bidder Signature)

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

 (Print or Type Bidder Name)

 (Date Commission Expires)

 (Bidder Title)

Notary Seal

Type of Work: Grading, Base, Asphalt Pavement, Bridge Replacement, Pavement Markings.	For Department Use Only
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

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.....	5
7.	Work By Others.....	5
8.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.....	5
9.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.....	5
10.	Construction Over or Adjacent to Navigable Waters.....	6
11.	Environmental Protection, Aquatic Exotic Species Control.....	6
12.	Environmental Protection - Dewatering.....	6
13.	Erosion Control Structures.....	7
14.	Erosion Control.....	7
15.	Public Convenience and Safety.....	7
16.	Cofferdam.....	8
17.	Asphaltic Surface.....	8
18.	Field Facilities.....	8
19.	Traffic Control.....	8
20.	Sheet Membrane Waterproofing for Buried Structures, Item 516.0610.S.....	9
21.	Temporary Traffic Signals with DAD System, Item SPV.0045.01.....	11
22.	Temporary Vehicle Detection B-34-59, Item SPV.0060.01.....	13

STSP'S Revised June 29, 2023

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 9155-05-71, Langlade - Pickerel, Nine Mile Creek B-34-0010, STH 55, Langlade 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, 2024 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 (20230629)

2. Scope of Work.

The work under this contract shall consist of removing existing Structure B-34-0010, constructing Structure B-34-0059, grading, base aggregate dense, HMA pavement, approach work, stream realignment, 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.

Construction Activities

Begin work within ten calendar days after the engineer issues a written notice to do so.

Provide the time frame for construction of the project within the 2024 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.

Cease or alter work operations if traffic delays become longer than 15 minutes. The engineer may suspend work operations according to standard spec 108.5 (Limiting Operations) until contractor complies with 15-minute delay period. Continuation of operations will be considered Unauthorized Work per standard spec 105.3.2.3 and the department will not allow additional compensation or additional time due to such suspension of operations.

Fish Spawning

There shall be no instream disturbance of Nine Mile Creek at Station 104+00 as a result of construction activity under or for this contract, from September 15 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of trout.

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.

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 department has contracted with others and will cut down, clear, and grub all required trees for this project prior to April 1.

Wood Turtle (*Glyptemys insculpta*)

Wood Turtle (*Glyptemys insculpta*) are known to inhabit the project corridor. It is reasonable to assume that Wood Turtle (*Glyptemys insculpta*) may be present at or near the project site during construction. Protect the perimeter of the areas to be disturbed with properly trenched-in silt fence before May 20 to discourage turtles from entering the work area. If the construction area cannot be protected by silt fence by May 20, install the silt fence before construction activities, conduct a survey of the area within the silt fence, and remove turtles confined within the construction area before any site disturbance. Turtles may be observed crossing the road during normal migration or to reach nesting areas. If turtles are found in the project area, stop construction work and promptly remove the turtles from the construction site to a safe location in the direction they were traveling. Include temporary small animal turnarounds at ends of silt fence installations.

ncr-108-020

WDNR Public Access Land

Maintain access throughout the duration of the project to the Upper Wolf River Fishery Area parking lot located in the southwest corner of the project – Station 100+00, LT.

4. Traffic.

Maintain two-way traffic on STH 55 at all times by use of temporary traffic signals or flaggers.

Stage construction shall be as follows:

All Stages:

- Restrict STH 55 traffic to single lane controlled by temporary signals with temporary vehicle detection.

Stage 1:

- Place traffic on the existing northbound lane through the work zone while the existing southbound lane is removed, widened, and lowered.

Stage 2:

- Place traffic on the temporary southbound lane through the work zone while the existing northbound lane is removed, widened, and lowered.

Stage 3:

- Place traffic on the temporary northbound lane through the work zone while the final southbound lane is being constructed.

Stage 4:

- Place traffic on the final southbound lane through the work zone while the final northbound lane is being constructed.

Lane Width

Stage 1:

- Maintain traffic with a minimum of 15-foot clear roadway width.

Stages 2, 3 and 4:

- Maintain traffic with a minimum of 13-foot clear roadway width.
- Install maximum width restriction signing for northbound and southbound traffic.

Private Driveways

There are private entrances within the project limits at Station 106+50, LT and Station 100+50, RT.

Maintain access to the private driveway adjacent to the project limits at Station 106+50, LT. A temporary signal and pad will be required at the entrance, located at 106+50 LT. Construct the pad and place the signal during stage 1. Coordinate with the property owner to ensure safe access/temporary traffic control until the signal is active.

Access has been coordinated with the owner of the field entrance at Station 100+50, RT. Access can be closed during the duration of construction. Notify the owner in writing a minimum of 14 days prior to closure of access point. Only close after staged construction has started and traffic control devices are in place.

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
Shoulder Closures	3 calendar days
Lane 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 55 traffic, during the following holiday and special event periods:

- From noon Friday, May 24, 2024 to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Wednesday, July 3, 2024 to 6:00 AM Monday, July 8, 2024 for Independence Day;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day;
- From noon Friday, September 6, 2024 to 6:00 AM Monday, September 9, 2024 for Wolfman Triathlon.

stp-107-005 (20210113)

Temporary traffic signals to remain in use during holidays listed above if one lane condition is still in place.

6. Utilities.

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

stp-107-065 (20080501)

Within the limits of this project there are underground utility facilities. Coordinate construction activities with a call to Diggers Hotline, or a direct call to the utilities for the underground facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities.

The following utilities have facilities in the area:

Frontier Communications (Fiber Optic)- located on the west side of STH 55 under Nine Mile Creek. This line will be removed prior to construction and relocated on the existing overhead poles.

Wisconsin Public Service Corporation (Overhead Lines) – removed and new underground was installed outside the work area as part of a prior project. This work is completed. No further relocation is anticipated.

Wittenberg Telephone (Fiber Optic)- located on the east side of STH 55 under Nine Mile Creek. This line will be relocated along the proposed east right-of-way line. This work will be completed prior to construction.

7. Work By Others.

The department will be completing clearing of trees 3-inch and larger within the grading limits. Clearing to be completed by March 31, 2024.

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

The department has received written verification of coverage under the Section 404 Transportation Regional General Permit from the U.S. Army Corps of Engineers. 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 Andrew Casper at (715) 365-5713.

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a U.S. Army Corps of Engineers Section 404 permit modification is required. If a Section 404 permit modification is necessary, obtain the permit modification prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the permit modification. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit modification request.

stp-107-054 (20230629)

9. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

<https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp>

A certificate of permit coverage is available from the regional office by contacting Andrew Casper at (715) 365-5713. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

10. Construction Over or Adjacent to Navigable Waters.

The Nine Mile Creek is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

11. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

12. Environmental Protection - Dewatering.

Add the following to standard spec 107.18:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. Submit the proposed means and methods of dewatering for each required location for approval as part of the Erosion Control Implementation Plan (ECIP). Include details of how the intake will be managed to not cause an increase in the background

level turbidity prior to treatment and any additional measures necessary to prevent sediments from reaching the project limits or wetlands and waterways.

Guidance on Dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061. This document can be found at the WisDNR website:

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

Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material and removal of the dewatering system and is incidental to contract work.

ncr-107-025 (20160401)

Fish that become stranded in dewatered areas should be captured and returned to the active channel immediately.

13. 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)

14. Erosion Control.

Add the following to standard spec 107.20:

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, erosion mat, mulch, and any other permanent erosion control measures required, within seven calendar days after the placement of topsoil.

ncr-107-050 (20141015)

15. Public Convenience and Safety.

Replace standard spec 107.8 (4) with the following:

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

- Langlade County Sheriff's Department
- Wisconsin State Patrol
- Town of Wolf River
- White Lake School District
- White Lake Post Office

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

ncr-107-005 (20200729)

Maintain emergency vehicle access to all properties at all times and through the construction zone.

16. Cofferdam.

Add the following to standard spec 206.3.3:

Construct cofferdams at the locations shown on the plans to maintain Nine Mile Creek open channel flow through the existing and proposed structures during construction. During stage 2, maintain flow under traffic through the west half of the existing south galvanized steel plate pipe arch culvert. The existing north pipe will not be available for maintenance of flow due to the proposed stream realignment. The hydraulic data for the temporary condition in stage 2 under the 5-year frequency is:

$$Q_5 = 250 \text{ C.F.S}$$

$$V_5 = 7.7 \text{ F.P.S}$$

$$HW_5 = \text{EL. } 1367.25$$

Design and install the top of the cofferdam to accommodate the 5-year highwater elevation with a minimum of 1-foot of freeboard.

Include proposed measures to temporarily stabilize the streambed on the downstream side of the existing south pipe during stage 2 construction. Stabilization measures may include, but not be limited to, riprap or plywood, as approved by the engineer.

17. Asphaltic Surface.

Replace standard spec 465.2 (1) with the following:

Under the Asphaltic Surface bid item submit a mix design. Furnish asphaltic mixture meeting the requirements specified for HMA Pavement Type LT under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8. Use tack coat as required under 450.3.2.7.

ncr-465-005 (20220530)

18. Field Facilities.

Add the following to standard spec 642.3:

Set up the field office within seven days after notice from the project engineer.

Provide a parking area large enough to park a minimum of six cars directly adjacent to the field office. The parking area and approach to the field office shall be well drained and consist of a crushed base aggregate or an existing paved surface and shall be ready for use within seven days after the field office is set up.

ncr-642-005 (20160406)

19. Traffic Control.

Add the following to standard spec 643.3.1:

Lighting devices shall be covered or rendered inoperative when not in use.

Provide the engineer and law enforcement (police, sheriff and State Patrol) the current telephone number(s) that the contractor, or their representative, can be contacted at, at all times, in the event a safety hazard develops. Repair, replace, or restore the damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

Promptly replace all state-owned signs that are removed by the contractor due to interference with construction operations. At no time may stop signs be removed or moved without flag persons present.

Add the following to standard spec 104.6.1.2.2:

Provide a dedicated person or alternate method to guide traffic travelling alongside or near moving operations such as milling, paving, and shouldering.

ncr-643-005 (20190703)

20. Sheet Membrane Waterproofing for Buried Structures, Item 516.0610.S.

A Description

This special provision describes providing a primer, waterproofing membrane, hot rubberized sealer or mastic, or both, on the concrete faces of buried structures as the plans show.

B Materials

B.1 Waterproofing System

For pedestrian underpasses and buried structures other than box culverts with no asphaltic overlay or with a minimum earth cover of 6" or more between the waterproofing membrane and the asphaltic pavement, select a membrane from the Sheet Membrane Waterproofing for Buried Structures Approved Products List (APL), or furnish a waterproofing system meeting the requirements as specified herein.

Provide a material in the waterproofing system that is specifically designed for use on buried structures. The membrane shall consist of a cold-applied, self-adhering membrane with a layer of polymer modified bitumen or SBS modified rubberized asphalt. The membrane shall have a release film, polyester or polyethylene on the downside.

Provide a composite sheet membrane with the following properties:

Property	Test Method	Specific Value
Width		36 inch min.
Tensile Strength	ASTM D412 or ASTM D882	325 psi min. (Membrane), 5,000 psi min. (Film)
Thickness		60 mils to 80 mils
Puncture Resistance	ASTM E154	40 lb min.
Permeance	ASTM E96, Method B	0.05 US Perms max.
Low Temperature Pliability	ASTM D146, 1-inch Mandrel @ -25° F Or ASTM D1970	Unaffected
Water Absorption	ASTM D570, 72 hours	0.25% max.
Peel Adhesion	ASTM D903	5 lb/in width min.

Provide rubberized asphalt compound containing not more than 15% inorganic residue or filler material.

Provide primer, mastic and/or hot rubberized asphalt sealer conforming to the specified properties required by the manufacturer of the waterproofing membrane.

B.2 Materials Certification for Products Not on APL

Waterproofing products not on the APL are required to provide material certification.

Before membrane approval for initial submittals and/or upon reformulation of membrane material compounds, submit to the engineer a notarized certification by an independent test laboratory stating that the materials conform to the requirements of these specifications.

The certification shall include or have attached specific results of tests performed on the material supplied. Samples of any material for testing may be required by the engineer.

C Construction

C.1 Application Methods Apply materials in strict accordance with the manufacturer's instructions. In order to install the waterproofing membrane, the slab temperature shall be a minimum of 45° F and rising. Before applying the system, become acquainted with the materials specified and their handling characteristics and become thoroughly familiar with the construction procedures recommended by the manufacturer. Furnish a copy of the recommended procedures to the engineer. To establish procedures for maintaining optimum working conditions and to coordinate work related to adjacent construction, hold a pre-installation conference with a manufacturer's representative, the engineer, and other affected contractors before starting construction. To provide quality assurance that the membrane has been properly installed, a manufacturer's representative familiar with membrane installation procedures shall be present during placement of the membrane.

Finish all concrete surfaces that will be in contact with the membrane with a magnesium float finish. Provide a minimum concrete cure time of seven days before placing the primer.

The slab shall be clean, dry, and free from mud, dirt, sand, oil, or grease, and any other contaminants before application of the primer. No vehicles or equipment will be permitted on the concrete slab after surface preparation except those necessary for the installation of the waterproofing membrane. The engineer will inspect the concrete slab before the application of the primer. Do not begin application of either the primer or membrane until after the engineer grants approval.

To coat all surfaces that will be covered with the membrane, apply primer uniformly as recommended by the manufacturer. Use roller, brush, or spray to apply primer to the surfaces. If spraying is used, an approved method of protecting the environment is required.

Allow the primer to dry until tack free, approximately 45 minutes, before applying the membrane. Apply primer only to an area that will be covered with the membrane within the same calendar day. If the surface of the concrete slab becomes contaminated, clean and re-prime the area.

Apply primer to the inside face of any header to the top of the header. Take care to ensure that all inside corners are coated with primer.

After the primer has dried to a tack free condition, apply one layer of membrane to the slab starting on the low side edge.

To form a bond with the primed slab, remove the release film from the membrane on the tacky side while the membrane is rolled face down. Apply the membrane using hand methods or by using mechanical applicators. Overlap a minimum of 2.5 inches at the edges of each strip and overlap the membrane in such a manner to provide a shingling effect toward the low side of the slab cross section. Overlap a minimum of 5 inches at the ends of each strip of membrane and overlap the membrane in such a manner to provide a shingling effect toward the lower side of the slab profile. Roll the entire membrane surface with a rubber tire roller to ensure firm and uniform contact with the primed surface. Use special care to ensure that the membrane is uniformly adhered to the concrete and that the entire membrane is free of wrinkles, air bubbles, and other placement defects. In the event bubbles or blisters do form under the membrane, puncture the bubbles or blisters with a sharp pointed instrument such as an awl and press the membrane firmly into contact with the slab. Repair any membrane punctures, tears, holes, and misaligned or inadequate seams with a patch of waterproofing membrane sized as required to ensure that the membrane is watertight.

Cover the inside corners of any concrete header and all other perimeter edges with narrow strips (flashing strips of approximately 12 inches), hot rubberized sealer, or mastic according to the manufacturer's guidelines. As an additional method of ensuring a watertight bond, all terminating edges, transverse overlaps and longitudinal overlaps may be heated with a propane torch to soften the top mat and fuse the surfaces together.

Place a 6-inch-thick layer of clean granular fill material (sand), free of any aggregate, stones or other angular materials that may puncture the membrane, over the membrane covered slab. Cover all exposed membrane with the clean granular fill within five days after installation. Only rubber-tired construction vehicles shall be permitted on the membrane. Use caution not to turn the tires when a vehicle is stationary. To prevent tearing the membrane, avoid sudden starts, stops, accelerations, or decelerations. Chemical solvents, gasoline, diesel fuel, mineral spirits, or other deleterious substances shall not be spilled or leaked onto the membrane. When required to accommodate traffic control staging, the placement of fill material shall stay at least 12 inches away from the terminating edge of the membrane to provide for overlap. The membrane applicator contractor shall have a minimum of one employee present during the placement of the clean granular fill material to ensure that all necessary membrane repairs are accomplished.

D Measurement

The department will measure Sheet Membrane Waterproofing for Buried Structures, installed according to the contract and accepted, in area by the square yard. Measurement shall be based on the horizontal distance between the faces of any concrete headers and the horizontal length of membrane installed. Any material specified to be applied up vertical faces of any header or vertically down at the ends of the buried structure shall be included in the measured quantity.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
516.0610.S	Sheet Membrane Waterproofing for Buried Structures	SY

Payment is full compensation for furnishing and placing the primer, membrane, mastic, and hot rubberized asphalt sealer, preparing the surface, and placing all strips of membranes. The department will pay separately for providing fill material over the sheet membrane waterproofing under the Backfill Structure Type B bid item.

stp-516-061 (20230113)

21. Temporary Traffic Signals with DAD System, Item SPV.0045.01.

A Description

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing driveway assistance device system (DADS).

B Materials

Provide DADS components and software that is National Transportation Communications for ITS Protocol (NCTIP)-compliant.

B.1 Temporary Traffic Signals

Provide trailer-mounted traffic signals conforming to standard spec 661. The trailer-mounted traffic signal must have the capability of communication and programming with the Driveway Assistance Device (DAD).

B.2 Driveway Assistance Device

Provide Driveway Assistance Devices (DAD) that are compatible with the trailer-mounted traffic signals. Equip each DAD with 2 regulatory signs according to the plans. Provide a battery powered power supply with a solar powered charging system and a back-up power source. Equip each DAD with a digital LED readout displaying the current battery voltage at all times. Each DAD must have one signal head consisting of 3 LED indications as follows: one 12-inch diameter red ball indication centered over one 12-inch diameter yellow flashing left arrow and one 12-inch diameter yellow flashing right arrow.

B.3 System Communications

Ensure DADS communications meet the following requirements:

1. Perform required configuration of the DADS communication system automatically during system initialization.
2. Incorporate an error detection/correction mechanism into the DADS communication system to ensure the integrity of all data.

B.4 System Acceptance

Submit vendor verification to the engineer and Bureau of Traffic Operations (DOTBTOWorkzone@dot.wi.gov) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision. Adequate verification includes past successful performance of the system, literature, and references from successful use of the system by other agencies, and/or demonstration of the system.

Provide contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as the engineer directs. Provide all testing and calibration equipment.

C Construction

Place temporary traffic signals and DADs where the plans show unless the engineer directs otherwise. Install devices according to the manufacturer's specifications.

C.1 System Operation

During each green interval on the primary traffic phase, each DAD unit must display a flashing yellow arrow corresponding to the direction of mainline traffic movement. Program DAD units as part of the temporary traffic signal in 1 second increments from 3 to 999 seconds. In the event multiple DAD units are required, all units must be capable of being programmed with individual timing programs based on their placement within the work zone. The DAD must have the ability to be programmed in a fault mode of solid red or flashing red upon a system fault.

Contact the region traffic engineer if signal timing adjustments are needed.

C.2 Malfunction Management System and Monitoring

Equip each DAD and temporary traffic signal within the DADS with a Malfunction Management System (MMS) with the ability to communicate with all signals within the DADS. In the event of a fault at any temporary traffic signal or DAD within the DADS, that fault must be communicated to every temporary traffic signal and DAD within the DADS, at which time every temporary traffic signal and DAD must enter into the fault mode.

1. When any conflicting channels are detected as concurrently active, the MMS must transfer all temporary traffic signals and DADs within the DADS to fault mode.
2. The MMS should monitor active signal and DAD indications and verify safe and proper operation. If a conflict or potentially unsafe scenario occurs, the MMS must transfer all signals and DADs within the system to fault condition.
3. When communication between the signal and DADs is lost, the system must enter into the fault mode.
4. The temporary traffic signals and DADs within the DADS must enter into the fault mode when all instances of a signal lamp are lost for more than 1,000 milliseconds, unless one instance of signal indication, (at the signal loss location) is active and functioning properly.

In the event of a low battery condition, the DAD must be equipped with the ability to contact up to three individuals via SMS text message or email of the low battery condition.

C.3 System Performance

Upon any notification of failure of any duration, complete a repair within 24-hour period without additional cost to the department or time extension of the contract. The equipment is also subject to rejection by the engineer. Any rejected equipment may be offered again for retest provided the noncompliance has been corrected.

C.4 System Coordinator

The contractor is to designate a System Coordinator who is responsible for overseeing the placement of the devices and for testing and calibrating the equipment. The System Coordinator must be locally available to maintain system components, move portable devices as necessary, and respond to emergency situations. The contractor must provide a local phone number or a toll-free number to the engineer for the maintenance of the system at any time. The System Coordinator must be accessible 7 days/week and 24 hours/day while the system is deployed and must respond within 2 hours of notification. Each DAD unit must be continually monitored throughout periods of deployment. Technical Support for the system must be available for periods of operation.

C.5 Local Notification

Prior to installation, provide written notification to all residences and businesses whose driveways will be controlled by a DAD. This notification includes anticipated dates of operation and instructions to appropriately interact with the driveway device at a minimum.

D Measurement

The department will measure Driveway Assistance Device System by the day, acceptably completed, measured as each complete system per roadway. The DADS must be set up in the work area and operational before the time can be measured.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Temporary Traffic Signals with DAD System	DAY

Payment is full compensation for providing, placing, maintaining, repositioning, and removing the required traffic control devices and for performing any needed flagging.

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of temporary traffic signals, driveway assistance devices and system communications.

Failure to correct a deficiency to the DADS within 24 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

The engineer will have sole discretion to assess the deductions for an improperly working DADS.

22. Temporary Vehicle Detection B-34-59, Item SPV.0060.01.

A Description

This special provision describes furnishing, installing, and maintaining vehicle detection systems at the temporary signalized intersection, in conjunction with temporary traffic signals. This work also includes maintaining existing detectors and using newly constructed detectors in conjunction with the temporary traffic signals.

B Materials

With prior approval of the engineer and department, select 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 approval. Vehicle detection technologies considered shall include, but are not limited to, temporary inductive loops, microwave detection, or video detection. Damage to new pavement for temporary detection loops will not be allowed.

The temporary vehicle detection system shall be considered part of the temporary traffic signals and is subject to the same maintenance and repair requirements as described in the Temporary Traffic Signal for Intersections (Location) bid item.

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

C Construction

Install the Temporary Vehicle Detection per manufacturer recommendations in the locations determined by the engineer or department.

Notify the engineer and department upon completion of the installation to confirm location of detection zones. Assist the department with adjusting of the detection zones during the system testing, if necessary.

D Measurement

The department will measure Temporary Vehicle Detection Location, as a single complete unit of work at each intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Temporary Vehicle Detection B-34-59	EACH

Payment is full compensation for demonstrating and selecting the vehicle detector technology; furnishing and installing the equipment including all required materials and supplies; cleaning up and properly disposing of waste; and using existing or newly constructed loop detectors.

ncr-661-005 (20220322)

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:

108 Prosecution and Progress

Add subsection 108.9.4.1 effective with the November 2023 letting:

108.9.4.1 Winter Suspension for Completion Date Contracts

- (1) The contractor may request a winter suspension for a completion date contract. If the department determines weather conditions do not allow for the completion of the remaining work, the department may approve the contractor's request and determine the start date of the winter suspension. The end date of the winter suspension is March 31 or a date mutually agreed upon by both parties. For multi-year contracts, the department will only consider winter suspension for the final year of the contract.
 - (2) During winter suspension, store all materials in a manner that does not obstruct vehicular and pedestrian traffic and protect the materials from damage. Install traffic control and other safety devices necessary to protect the traveling public and pedestrians. Provide suitable drainage and install temporary erosion control where necessary. If the winter suspension begins when liquidated damages are being assessed, or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the cost of necessary pre-suspension work is incidental. If the winter suspension begins prior to the contract completion date, and the work has progressed as scheduled and would have been completed prior to the completion date, the cost of pre-suspension work will be paid as specified under 109.4.
 - (3) For a winter suspension that begins prior to the contract completion date and the work has progressed as scheduled and would have been completed prior to the completion date, the engineer will extend contract time to correspond with the end of the winter suspension and liquidated damages will not be assessed during the winter suspension.
 - (4) For a winter suspension that begins when liquidated damages are being assessed or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the engineer will not extend contract time. Time will be suspended until the end of the winter suspension. Liquidated damages will not be assessed during the winter suspension and liquidated damages will resume at the end of the winter suspension.
-

108.10.2 Excusable, Non-Compensable Delays

108.10.2.1 General

Replace entire section with the following effective with the January 2024 letting:

- (1) Non-compensable delays, 108.10.2.1(3), are excusable delays not the contractor's or the department's fault. The engineer will not pay for the delay costs listed in 109.4.7 for non-compensable delays.
 - (2) For non-compensable delays under calendar day and completion date contracts, the engineer will extend contract time if the conditions specified in 108.10.1 are met. The department will relieve the contractor from associated liquidated damages, as specified in 108.11, if the engineer extends time under 108.10.1.
 - (3) The following are non-compensable delays:
 1. Delays due to earthquakes, other cataclysmic phenomena of nature the contractor cannot foresee and avoid, severe weather or job conditions caused by recent weather as specified in 108.10.2.2.
 2. Extraordinary delays in material deliveries the contractor or their suppliers cannot foresee and forestall resulting from strikes, lockouts, freight embargoes, industry-wide shortages, governmental acts, or sudden disasters.
 3. Delays due to acts of the government, a political subdivision other than the department, or the public enemy.
 4. Delays from fires or epidemics.
 5. Delays from strikes beyond the contractor's power to settle not caused by improper acts or omissions of the contractor, their subcontractors, or their suppliers.
 6. Altered quantities as specified in 109.3.
-

108.10.3 Excusable Compensable Delays

Replace entire section with the following effective with the January 2024 letting:

- (1) Compensable delays are excusable delays due to the department's actions or lack of actions. The engineer will grant a time extension for a compensable delay if the conditions specified in 108.10.1 are met.
- (2) The following are compensable delays:

1. A contract change for revised work as specified for extra work under 104.2.2.1, for a differing site condition under 104.2.2.2, or for significant changes in the character of the work under 104.2.2.4.
 2. A contract change for an engineer-ordered suspension under 104.2.2.3.
 3. The unexpected discovery of human remains, an archaeological find, or historical find consistent with 107.25.
 4. The unexpected discovery of a hazardous substance consistent with 107.24.
 5. The non-completion of work that utilities or other third parties perform, if that work is not completed as specified in the contract.
- (3) For a compensable delay or a time extension, the department will relieve the contractor from associated liquidated damages under 108.11, and will pay the contractor for delay costs determined as follows:
1. Adjust the contract price as specified in 109.4.2 through 109.4.5 for delays under item 1 of 108.10.3(2).
 2. Adjust the contract price as specified in 109.4.7 for delays under items 2 through 5 of 108.10.3(2).

310 Open Graded Base

310.2 Materials

Replace paragraph two with the following effective with the November 2023 letting:

- (2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in Table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

TABLE 310-01 COARSE AGGREGATE (% passing by weight)

AASHTO No. 67 ^[1]	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 – 100
1/2-inch	-
3/8-inch	20 – 55
No. 4	0 – 10
No. 8	0 – 5
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

[1] Size according to AASHTO M43.

390 Base Patching

390.4 Measurement

Replace entire section with the following effective with the November 2023 letting:

- (1) The department will measure Removing Pavement for Base Patching by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.
- (2) The department will measure Base Patching Asphaltic by the ton acceptably completed as specified for asphaltic pavement in 450.4.
- (3) The department will measure Base Patching Concrete HES and Base Patching Concrete SHES by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.

390.5 Payment

Replace entire section with the following effective with the November 2023 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
390.0100	Removing Pavement for Base Patching	CY
390.0201	Base Patching Asphaltic	TON
390.0305	Base Patching Concrete HES	CY
390.0405	Base Patching Concrete SHES	CY

- (2) Payment for Removing Pavement for Base Patching is full compensation for removing old pavement; for preparing the foundation and bringing up to grade. If the engineer orders the contractor to excavate yielding or unstable subgrade materials and backfill with suitable materials, the department will pay for that work with contract bid items or as agreed upon using 109.4.
- (3) Payment for Base Patching Asphaltic is full compensation for providing and compacting asphaltic mixture including asphaltic binder.
- (4) Payment for Base Patching Concrete HES and Base Patching Concrete SHES is full compensation for providing, curing, and protecting concrete. Payment also includes providing tie bars and dowel bars in unhardened concrete and steel within the patch. For tie bars and dowel bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars and Drilled Dowel Bars bid items as specified in 416.5.
- (5) Payment for Base Patching SHES also includes providing test data to the engineer as specified in 416.2.4.
- (6) The department will pay for sawing existing concrete pavement for removal under the Sawing Concrete bid item as specified in 690.5.

460 Hot Mix Asphalt Pavement**460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

Replace paragraph four with the following effective with the November 2023 letting:

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

Blended aggregate gradations:

Drum plants:

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

Batch plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.

Asphalt content (AC) in percent:

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308.
- AC by chemical extraction according to AASHTO T-164 method A or B.
- AC by automated extraction according to WTM D8159.
- If the department is using an ignition oven to determine AC, conform to WTP H003.
- If the department is not using an ignition oven to determine AC, ignition oven correction factor (IOCF) must still be reverified for any of the reasons listed in WTP H003 Table 2 and conform to WTP H-003 sections 3 through 6.
- Gradation of resulting aggregate sample determined according to WTM T30.

Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

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

VMA by calculation according to WTM R35.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the November 2023 letting:

- (3) The department will perform testing conforming to the following standards:
 - Bulk specific gravity (G_{mb}) of the compacted mixture according to WTM T166.
 - Maximum specific gravity (G_{mm}) according to WTM T209.
 - Air voids (V_a) by calculation according to WTM T269.
 - VMA by calculation according to WTM R35.
 - Asphalt content by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B, or automated extraction according to WTM D8159. If using an ignition oven to determine AC, conform to WTP H-003.

460.3.3.2 Pavement Density Determinations

Replace entire section with the following effective with the February 2024 letting:

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355. The engineer will determine density according to CMM 815 and WTM T355 as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as one day's production for each subplot type or one production shift if running 24 hours per day and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of the tests taken for that lot. The department determines the number of tests per lot according to WTP H-002.
- (4) An HTCP-certified Nuclear Density Technician I (NUCDENSITYTEC-I) or a nuclear density ACT working under a NUCDENSITYTEC-I technician, will locate samples and perform the testing. A NUCDENSITYTEC-I technician will coordinate and take responsibility for the work an ACT performs. No more than one ACT can work under a single NUCDENSITYTEC-I technician. The responsible NUCDENSITYTEC-I technician will ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly.

503 Prestressed Concrete Members

503.2.2 Concrete

Replace paragraph five with the following effective with the November 2023 letting:

- (5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, IP, IT, II, or III cement. The contractor may replace up to 30 percent of type I, IL, II, or III cement with an equal weight of fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.4.2.2 and slag conforms to 501.2.4.2.3. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.5.2 for air-entrained concrete. Use only coarse aggregate conforming to 310.2(2).

604 Slope Paving

604.2 Materials

Replace paragraph three with the following effective with the November 2023 letting:

- (3) Under the Slope Paving Crushed Aggregate bid item, furnish crushed stone or crushed gravel conforming to the gradation in Table 604-01, but with the additional requirements that at least 75 percent of the particles, by count, have at least one fractured face. Determine fracture according to WTM D5821.

TABLE 604-01 COARSE AGGREGATE (% passing by weight)

AASHTO No. 4^[1]	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 4
2-inch	100
1 1/2-inch	90 - 100
1-inch	20 - 55
3/4-inch	0 - 15
1/2-inch	-
3/8-inch	0 - 5
No. 4	-
No. 8	-
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

^[1] Size according to AASHTO M43.

612 Underdrains

612.3.9 Trench Underdrains

Replace paragraph one with the following effective with the November 2023 letting:

- (1) Under the Underdrain Trench bid item, excavate and backfill underdrain trenches. Backfill with coarse aggregate gradation conforming to 604.2(3). Before backfilling place geotextile as the plans show.

614 Semi-rigid Barrier Systems and End Treatments

614.2.6 Sand Barrel Arrays

Replace paragraph one with the following effective with the November 2023 letting:

- (1) Furnish sand barrels from the APL. Use fine aggregate conforming to gradation shown in Table 614-2 mixed with sodium chloride conforming to AASHTO M143. Apply an object marker to front-most barrel in the array.

TABLE 614-2 FINE AGGREGATE GRADATION

SEIVE	FINE AGGREGATE (% PASSING by WEIGHT)
3/8-inch	100
No. 4	90 - 100
No. 8	-
No. 16	45 - 85
No. 30	-
No. 50	5 - 30
No. 100	0 - 10
No. 200	<=3.5

628 Erosion Control**628.2.13 Rock Bags**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) Fill the bags with a clean, sound, hard, durable, engineer-approved coarse aggregate conforming by visual inspection to the gradation specified for coarse aggregate gradation in 604.2(3).

639 Drilling Wells**639.2.1 General**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) For grout use fine aggregate conforming to 501.2.7.2; and gradation conforming to 614.2.6(1); and type I, IL, IS, IP, or IT cement.

652 Electrical Conduit**652.3.1.2 Installing Underground**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in 651.3. Place at least 0.7 cubic feet of coarse aggregate gradation conforming to 604.2(3) directly under each drainage hole.

ERRATA

390.3.4 Special High Early Strength Concrete Patching

Correct errata link in paragraph (1) by changing from 416.3.8 to 416.3.7.

- (1) Construct as specified for special high early strength repairs under 416.3.7 except as follows:
 - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
 - Open to traffic as specified for concrete base in 320.3.

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 [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) 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 the initial melting stage through the application of coatings) 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 [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsin.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://wisconsin.gov/Documents/formdocs/dt4567.docx>

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

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).



Proposal Schedule of Items

Proposal ID: 20240312027 Project(s): 9155-05-71

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	12.000 STA	_____.	_____.
0004	203.0220 Removing Structure (structure) 01. B-34-0010	1.000 EACH	_____.	_____.
0006	204.0165 Removing Guardrail	878.000 LF	_____.	_____.
0008	205.0100 Excavation Common	1,797.000 CY	_____.	_____.
0010	206.1001 Excavation for Structures Bridges (structure) 01. B-34-0059	1.000 EACH	_____.	_____.
0012	206.5001 Cofferdams (structure) 01. B-34-0059	1.000 EACH	_____.	_____.
0014	208.0100 Borrow	1,385.000 CY	_____.	_____.
0016	210.1500 Backfill Structure Type A	1,696.000 TON	_____.	_____.
0018	213.0100 Finishing Roadway (project) 01. 9155-05-71	1.000 EACH	_____.	_____.
0020	305.0110 Base Aggregate Dense 3/4-Inch	183.000 TON	_____.	_____.
0022	305.0120 Base Aggregate Dense 1 1/4-Inch	2,770.000 TON	_____.	_____.
0024	305.0500 Shaping Shoulders	1.000 STA	_____.	_____.
0026	455.0605 Tack Coat	176.000 GAL	_____.	_____.
0028	465.0105 Asphaltic Surface	570.000 TON	_____.	_____.
0030	465.0125 Asphaltic Surface Temporary	595.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240312027 Project(s): 9155-05-71

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	502.0100 Concrete Masonry Bridges	342.000 CY	_____.	_____.
0034	505.0400 Bar Steel Reinforcement HS Structures	11,360.000 LB	_____.	_____.
0036	505.0600 Bar Steel Reinforcement HS Coated Structures	49,250.000 LB	_____.	_____.
0038	505.0904 Bar Couplers No. 4	4.000 EACH	_____.	_____.
0040	505.0905 Bar Couplers No. 5	18.000 EACH	_____.	_____.
0042	505.0908 Bar Couplers No. 8	18.000 EACH	_____.	_____.
0044	511.1200 Temporary Shoring (structure) 01. B-34-0059	640.000 SF	_____.	_____.
0046	516.0500 Rubberized Membrane Waterproofing	34.000 SY	_____.	_____.
0048	516.0610.S Sheet Membrane Waterproofing for Buried Structures 01. B-34-0059	342.000 SY	_____.	_____.
0050	550.2104 Piling CIP Concrete 10 3/4 X 0.25-Inch	1,020.000 LF	_____.	_____.
0052	603.8000 Concrete Barrier Temporary Precast Delivered	2,255.000 LF	_____.	_____.
0054	603.8125 Concrete Barrier Temporary Precast Installed	2,255.000 LF	_____.	_____.
0056	606.0300 Riprap Heavy	291.000 CY	_____.	_____.
0058	612.0406 Pipe Underdrain Wrapped 6-Inch	260.000 LF	_____.	_____.
0060	614.0905 Crash Cushions Temporary	8.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240312027 Project(s): 9155-05-71

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	618.0100 Maintenance and Repair of Haul Roads (project) 01. 9155-05-71	1.000 EACH	_____.	_____.
0064	619.1000 Mobilization	1.000 EACH	_____.	_____.
0066	624.0100 Water	30.000 MGAL	_____.	_____.
0068	625.0100 Topsoil	2,980.000 SY	_____.	_____.
0070	628.1504 Silt Fence	680.000 LF	_____.	_____.
0072	628.1520 Silt Fence Maintenance	680.000 LF	_____.	_____.
0074	628.1905 Mobilizations Erosion Control	8.000 EACH	_____.	_____.
0076	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	_____.	_____.
0078	628.2006 Erosion Mat Urban Class I Type A	3,800.000 SY	_____.	_____.
0080	628.6005 Turbidity Barriers	45.000 SY	_____.	_____.
0082	628.7504 Temporary Ditch Checks	90.000 LF	_____.	_____.
0084	628.7570 Rock Bags	20.000 EACH	_____.	_____.
0086	629.0210 Fertilizer Type B	1.900 CWT	_____.	_____.
0088	630.0120 Seeding Mixture No. 20	81.000 LB	_____.	_____.
0090	630.0200 Seeding Temporary	22.300 LB	_____.	_____.
0092	630.0500 Seed Water	103.000 MGAL	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240312027 Project(s): 9155-05-71

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	634.0614 Posts Wood 4x6-Inch X 14-FT	5.000 EACH	_____.	_____.
0096	638.2102 Moving Signs Type II	3.000 EACH	_____.	_____.
0098	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0100	643.0300 Traffic Control Drums	1,466.000 DAY	_____.	_____.
0102	643.0420 Traffic Control Barricades Type III	351.000 DAY	_____.	_____.
0104	643.0705 Traffic Control Warning Lights Type A	702.000 DAY	_____.	_____.
0106	643.0715 Traffic Control Warning Lights Type C	626.000 DAY	_____.	_____.
0108	643.0900 Traffic Control Signs	1,921.000 DAY	_____.	_____.
0110	643.3165 Temporary Marking Line Paint 6-Inch	2,340.000 LF	_____.	_____.
0112	643.3180 Temporary Marking Line Removable Tape 6-Inch	8,980.000 LF	_____.	_____.
0114	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	24.000 LF	_____.	_____.
0116	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0118	645.0111 Geotextile Type DF Schedule A	204.000 SY	_____.	_____.
0120	645.0120 Geotextile Type HR	490.000 SY	_____.	_____.
0122	646.2020 Marking Line Epoxy 6-Inch	2,530.000 LF	_____.	_____.
0124	646.9000 Marking Removal Line 4-Inch	400.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240312027 Project(s): 9155-05-71

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	650.5000 Construction Staking Base	2,665.000 LF	_____.	_____.
0128	650.6501 Construction Staking Structure Layout (structure) 01. B-34-0059	1.000 EACH	_____.	_____.
0130	650.9911 Construction Staking Supplemental Control (project) 01. 9155-05-71	1.000 EACH	_____.	_____.
0132	650.9920 Construction Staking Slope Stakes	2,665.000 LF	_____.	_____.
0134	690.0150 Sawing Asphalt	811.000 LF	_____.	_____.
0136	715.0502 Incentive Strength Concrete Structures	2,050.000 DOL	1.00000	2,050.00
0138	SPV.0045 Special 01. Temporary Traffic Signals with DAD System	80.000 DAY	_____.	_____.
0140	SPV.0060 Special 01. Temporary Vehicle Detection B-34-59	1.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE