

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **018**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Outagamie	4075-41-71	N/A	Wcl - Appleton; Cleary Court - Tower View Drive	STH 096

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: May 14, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  <div style="text-align: center;"><b>SAMPLE NOT FOR BIDDING PURPOSES</b></div>
Contract Completion Time November 15, 2024	
Assigned Disadvantaged Business Enterprise Goal <b>0%</b>	
This contract is exempt from federal oversight.	

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

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

Subscribed and sworn to before me this date \_\_\_\_\_

\_\_\_\_\_  
 (Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
 (Bidder Signature)

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

\_\_\_\_\_  
 (Print or Type Bidder Name)

\_\_\_\_\_  
 (Date Commission Expires)

\_\_\_\_\_  
 (Bidder Title)

Notary Seal

<b>Type of Work:</b>		<b>For Department Use Only</b>	
Milling, Base, Base Patching, Asphalt Pavement, Culvert Pipe, Storm Sewer, Guardrail, Signs, Pavement Markings, Loop Detectors.			
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](http://www.bidx.com) web site or by contacting:

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

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

<https://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)

**NOTARY FOR PRINCIPAL**

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
 \_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

**NOTARY FOR SURETY**

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
 \_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



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

### Instructions for Certification

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

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

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

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

## Special Provisions

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## STSP'S Revised January 5, 2024

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 4075-41-71, WCL – Appleton, Cleary Court – Tower View Drive, STH 96, Outagamie 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 (20240105)

#### 2. Scope of Work.

The work under this contract shall consist of asphaltic surface milling, base patching concrete, base patching asphaltic, asphalt paving, sign structure, guardrail, replacing sections of two cross culverts, pavement marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to do so.

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

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

#### Material Order Lead Time

Order materials for sign structure S-44-0311 as soon as possible after contract execution to assure the procurement in a timely manner. Coordinate with the engineer on the latest material lead time within 14 days of the notice to proceed.

#### Work Restrictions

Project 6430-20-71 is expected to have STH 76 closed to through traffic until August 3, 2024 utilizing STH 15, CTH CB, and STH 96. Re-route STH 76 traffic using the detour signs shown on these plans, utilizing STH 15, CTH CB, and USH 10. If work activities requiring flagging operations occur on STH 96 before August 3, 2024, install the STH 76 detour and coordinate detour route items with project 6430-20-71 prior to flagging operations.

Do not close STH 96 to through traffic prior to the opening of STH 76 at School Road under project 6430-20-71. STH 96 may be closed to through traffic for a maximum of 14 calendar days. During closure of STH 96, install base patching concrete and traffic signal loop detectors at the STH 96 and STH 76 intersection. Complete base patching asphaltic, asphaltic surface milling, and HMA pavement along the westbound half of STH 96 from Station 635+00 to the end of the project.

## **Milled Surface**

Pave milled surfaces within 96 hours of milling operations unless adverse weather prevents placement of the asphalt layer. Milling operations shall not begin if the weather forecast shows paving cannot be completed within 96 hours. Provide an even cross-sectional profile of the roadway at the end of each day's milling operations. Uneven lanes will not be allowed except during days of milling operations.

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

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

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

Direct temporary lighting, if used, away from wooded areas during the bat active season April 1 to October 31, both dates inclusive.

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

## **Interim Completion and Liquidated Damages – STH 96 / STH 76 Intersection / Base Patching Concrete and HMA Pavement: 14 Calendar Days**

At the beginning of base patching concrete and traffic signal loop detector construction, close STH 96 and STH 76 to through traffic for a maximum of 14 calendar days. Do not reopen until completing the following work: base patching concrete and traffic signal loop detector items at STH 96 and STH 76 intersection; and asphaltic surface milling, base patching asphaltic, and HMA pavement on westbound STH 96 from Station 635+00 to east project limits.

If the contractor fails to complete the work necessary to reopen STH 96 and STH 76 to traffic within 14 calendar days, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 14 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

## **Interim Completion and Liquidated Damages – All work with the exception of work related to sign structure S-44-0311: September 13, 2024**

If material delivery delays prevent the completion of S-44-0311 prior to September 13, 2024, complete all work with the exception of work related to sign structure S-44-0311 and reopen STH 96 to through traffic without flagging operations by September 13, 2024. Do not reopen without flagging operations until completing the following work: all work shown in plans with the exception of items related to S-44-0311.

If the contractor fails to complete all work necessary to reopen STH 96, except work related to sign structure S-44-0311, to traffic without flagging operations by September 13, 2024, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on September 14, 2024. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

#### 4. Traffic.

From the project start date to August 3, 2024, construct the project under traffic. If flagging operations are to be utilized on STH 96 prior to August 3, 2024, coordinate with Project 6430-20-71 and install the STH 76 detour signs as shown in the plans.

Close STH 96 and STH 76 to through traffic for a maximum of 14 calendar days. Do not close STH 96 to traffic prior to the opening of STH 76 at School Road under project 6430-20-71. Provide a detour for STH 96 utilizing CTH M, STH 15, and CTH CB and provide a detour for STH 76 utilizing USH 10, CTH CB, and STH 15 under this contract. Continue the detour of STH 76 utilizing STH 15, CTH CB, and USH 10. Prior to closing STH 96 and STH 76, implement the detour routes as shown in the plans. Use flagging operations for local traffic between STA 635+00 and the STH 96 and Tower View Drive intersection while work is being performed on the westbound lanes of STH 96. Open westbound STH 96 to local traffic from STA 635+00 to east project limits if no work is being performed.

For work completed outside of the 14 calendar day closure of STH 96 and STH 76, construct the project under traffic utilizing flagging operations.

If STH 96 is opened to through traffic prior to completion of S-44-0311, install ground mounted type II lane assignment signs as shown in the plans.

Under flagging operations, maintain a minimum of one 12-foot travel lane only when adjacent to active construction operations. Do not close two consecutive side streets intersecting STH 96 concurrently during flagging operations. When construction is not occurring, open the roadway to two lanes of unimpeded traffic in both directions with the use of appropriate traffic control devices.

#### General

Maintain emergency and local traffic to the project area at all times.

Maintain access to field entrances and private driveways at all times unless a driveway closure is necessary for driveway construction. If a driveway closure is necessary, notify the property owner two working days prior to the anticipated closure.

Maintain access to commercial entrances at all times unless there is a secondary access.

Lane closures under flagger control are allowed during daylight hours only and are subject to the restrictions noted in this article and the Holiday and Special Event Work Restrictions article.

#### Wisconsin Lane Closure System Advance Notification

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

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

<b>Closure type with height, weight, or width restrictions (available width, all lanes in one direction &lt; 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
<b>Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
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.

### **Culvert Replacements**

Complete culvert replacements under traffic via flagging operations or during the road closure. Replace pipes on one side of the road at a time.

Base aggregate can be utilized as a temporary driving surfacing for the trench locations between working days until the work is finished and the area can be repaved with asphalt. Repave base aggregate patches within 72 hours of the culvert or storm sewer work being completed. Bump signs shall be placed on each approach to the trench saw cut location.

### **Portable Changeable Message Signs - Message Prior Approval**

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 366-8033 (secondary contact number is (920) 360-3107) three business days before deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

PCMS boards must be deployed 7 days before the closure of STH 96.

ner-643-035 (20171213)

## **5. Temporary Work Zone Clear Zone Working Restrictions.**

*Replace standard spec 104.6.1.2.4(1) with the following:*

On roads open to all traffic, remove construction debris, stored materials, including stockpiles, and equipment not in use a minimum of 18-feet from the edge of the traveled way unless protected by concrete barrier temporary precast.

If the contractor is unsure whether an individual work operation will meet the safety requirements for working within the clear zone, review the proposed work operation with the engineer before proceeding with the work.

ner-104-005 (20230206)

## **6. Traffic Control.**

Perform this work conforming to standard spec 643, and as the plans show, or as the engineer approves, except as follows.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as the plans show. Submit this plan 10 days before the preconstruction conference.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way, unless otherwise specified in the traffic control article or without approval of the engineer.

All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.

Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1,000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

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

ner-643-065 (20190410)

## 7. **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 96 and STH 76 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon 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.

stp-107-005 (20210113)

## 8. **Utilities.**

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

stp-107-065 (20080501)

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested during the bid preparation process or from the project engineer after the contract has been awarded and executed.

### **AT&T Wisconsin – Communication Line**

AT&T Wisconsin has underground communication lines and above ground pedestals along the north side of STH 96 at the following locations:

- Station 582+25 to Station 588+00.
- Station 614+00 to Station 617+40.

The underground line from Station 582+30 to Station 585+75 along the north side of STH 96 will be discontinued and the pedestal at Station 582+30, 34' LT will be removed prior to construction.

No conflicts are anticipated.

### **Greenville Sanitary District 1 – Sanitary Sewer**

Greenville Sanitary District 1 has underground sanitary sewer pipes and manholes at the following locations:

- North side of STH 96 from Station 583+35 to Station 603+35.
- North side of STH 96 from Station 617+53 to Station 621+70.
- Crossing STH 96 at Station 621+70.
- South side of STH 96 from Station 621+70 to east project limits.

Existing sanitary manholes will remain in place. Complete milling and paving operations around sanitary manholes. Village of Greenville will adjust sanitary manholes as needed.

Greenville Sanitary District will provide and install pipe insulation below storm sewer and culvert at the following locations while the pipes are being installed:

- Station 586+34, 44' LT, below median inlet.
- Station 586+85 to Station 587+27, 44' LT, below culvert.

Contact Cody Simonis to coordinate manhole adjustments and pipe insulation.

### **Greenville Sanitary District 1 – Water**

Greenville Sanitary District 1 has underground water lines and above ground water valves and hydrants at the following locations:

- North side of STH 96 from Station 583+35 to Station 603+35.
- Crossing STH 96 at Station 600+00.
- North side of STH 96 from Station 616+95 to Station 627+22.
- Crossing STH 96 at Station 621+48.

Existing water valves and hydrants will remain in place. Complete milling and paving operations around water valves. Village of Greenville will adjust water valves as needed.

Greenville Sanitary District will provide and install pipe insulation below storm sewer work at the following location while the inlet is being installed:

- Station 586+29, 36' LT, below median inlet.

Contact Cody Simonis to coordinate water valve adjustments and pipe insulation.

### **Level 3 Communications – Communication Line**

Level 3 Communications has underground communication lines at the following location:

- North side of STH 96 from Station 627+75 to Station 634+20.

No conflicts are anticipated.

### **Net Lec – Communication Line**

Net Lec has underground communication lines at the following location:

- South side of STH 96 from west project limits to Station 579+10.
- Crossing STH 96 at Station 579+10.
- North side of STH 96 from Station 627+75 to east project limits.

No conflicts are anticipated.

### **Spectrum – Communication Line**

Spectrum has underground and overhead facilities at the following locations:

- Overhead lines south side of STH 96 from west project limits to Station 607+00.
- Underground lines north side of STH 96 from Station 585+75 to Station 587+50.
- Underground lines north side of STH 96 from Station 589+00 to Station 591+00.
- Underground lines south side of STH 96 from Station 607+00 to Station 625+75.
- Underground lines north side of STH 96 from Station 617+50 to Station 641+50.
- Underground lines crossing STH 96 at Station 576+75, Station 583+35, Station 610+75, Station 617+75, and Station 625+75.

No conflicts are anticipated.

### **TDS Metrocom – Communication Line**

TDS Metrocom has underground facilities at the following location:

- Underground lines north side of STH 96 from Station 624+20 to Station 627+00.

No conflicts are anticipated.

### **We Energies – Electric**

We Energies - Electric has underground and overhead facilities at the following locations:

- Overhead lines from south side of STH 96 from west project limits to east project limits with several overhead and underground service crossings throughout the project.
- Overhead lines along west side of STH 76 continuing both north and south from the project.
- Underground lines from west project limits to Station 580+00, continuing north along the west side of STH 76.

No conflicts are anticipated.

### **We Energies – Gas**

We Energies – Gas has underground facilities at the following locations:

- North side of STH 96 from west project limits to east project limits.
- Crossing STH 96 at Station 582+00 and Station 628+00.
- Crossing STH 76 at Station 13+35.

No conflicts are anticipated.

### **WIN Technology**

WIN Technology has underground facilities at the following locations:

- South side of STH 96 from west project limits to east project limits.

No conflicts are anticipated.

## **9. Other Contracts.**

Project 6430-20-71, STH 96 – STH 15, School Road Intersection, STH 76 in Outagamie County, will be performed in 2024. Proactively coordinate traffic control and detour signing placement with this project. The project contact is Jesse Hansen, [Jesse.Hansen@dot.wi.gov](mailto:Jesse.Hansen@dot.wi.gov), (920) 360-6095.

## **10. Work by Others.**

On STH 96 at STH 76, the Wisconsin Department of Transportation Northeast Region Electrical Unit will perform the following work:

- Terminate all cables/wire in the traffic signal cabinet.

Greenville Sanitary District will install pipe insulation below culvert pipe and storm sewer installations. Contact Cody Simonis 7 days prior to construction.

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

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website:

<https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf>

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 pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage 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 written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230629)

## 12. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

## 13. Notice to Contractor – Airport Operating Restrictions.

The Appleton International Airport (ATW) is located adjacent to the project site. The designer e-filed two Notices of Proposed Construction or Alteration (form 7460-1) with the Federal Aviation Administration (FAA) for the use of a temporary crane during removal of existing sign Structure S-44-020 and installation of new permanent sign Structure S-44-0311. The Aeronautical Study Number (ASN) associated with the designer's e-filing for the use of a temporary crane is 2023-AGL-23273-OE. The ASN associated with the designer's e-filing for the new permanent sign Structure S-44-030 is 2023-AGL-23274-OE.

### **ASN 2023-AGL-23273-OE (temporary crane)**

To evaluate the project for compliance with FAA Reg Part 77, the designer assumed the temporary crane erecting the new permanent sign would be 100 feet above ground level. After reviewing the designer's e-filing, the FAA made the following determination:

The temporary crane would not be a hazard to air navigation if the following conditions are met:

- a) The structure shall not exceed 100 feet above ground level.
- b) The structure shall be marked/lighted according to FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, flags/red lights Chapters 3 (Marked), 4, 5 (Red), 14 (Temporary), and 15.
- c) FAA is notified 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Notification should be made through the registered e-filing account at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

- d) The manager of ATW is notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. The ATW contact number is (920) 832-5267. Notification should include contact information for the onsite structure operator.
- e) The manager of the Appleton Federal Contract Tower (FCT) program is notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. The FCT contact number is (920) 739-5982.

This FAA determination expires on June 20, 2025 unless extended, revised, or terminated by the issuing office. A request for extension of the expiration date must be e-filed at least 15 days prior to the expiration date.

If the crane height is greater than the assumed 100-foot height, e-file a separate notice to the FAA at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. The FAA may take up to 45 days to make a determination. Further information can be found in WisDOT FDM Chapter 5-2-5. This separate notice will be assigned a new ASN by the FAA. If a separate notice is e-filed to the FAA and the FAA issues a Notice of Presumed Hazard or requires mitigation by an airport in a Determination of No Hazard, initiate coordination with the WisDOT Bureau of Aeronautics (BOA) at <https://forms.office.com/g/VgUAAcMG1c>. Further information can be found in WisDOT FDM Chapter 5-2-25.

If the crane height is less than 100 feet above ground level, comply with the conditions listed in this special provision article.

Within 5 days after the crane is dismantled, e-file FAA Form 7460-2 and reference the ASN cited in this special provision article. Complete the e-filing at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

#### **ASN 2023-AGL-23274-OE (permanent sign)**

To evaluate the project for compliance with FAA Reg Part 77, the designer used the permanent sign height and dimensions shown in the plan. After reviewing the designer's e-filing, the FAA made the following determination:

The permanent sign would not be a hazard to air navigation if the following conditions are met:

- a) FAA Form 7460-2 is e-filed if the sign is not installed or within 5 days after the sign reaches its greatest height.
- b) The sign location and height are not altered from what is shown in the plan.

This FAA determination expires on July 2, 2025 unless extended, revised, or terminated by the issuing office. A request for extension of the expiration date must be e-filed at least 15 days prior to the expiration date.

If the sign is dismantled or destroyed, e-file a notice with the FAA within 5 days after the sign is dismantled or destroyed.

Implement and comply with all FAA determination conditions listed in this special provision article. Contact Justin Hetland at (847) 294-8084 or [justin.hetland@faa.gov](mailto:justin.hetland@faa.gov) if additional assistance is needed.

To comply with the FAA e-filing requirements, use the e-filing website <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>, click on 'Search Archives' at the left menu, and enter the ASN's contained in this special provision article.

#### **14. Notice to Contractor – Electronic Load Tickets.**

*Replace standard spec 109.1.4.3 (1) with the following:*

Submit an electronic ticket for each load of material for the following bid items:

460.6224 HMA Pavement 4 MT 58-28 S

Include the information as specified in standard spec 109.1.4.2 on each electronic ticket. If there is a failure in the electronic ticket system, provide a printed ticket for each load of material as a substitute for electronic tickets.

## 15. Archaeological Site.

Palmbach site is located approximately Station 577+00 to Station 607+00, RT and Station 607+00 to Station 636+00, LT within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities beyond the existing right-of-way limits. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

## 16. Culvert Pipe Backfill.

For culvert pipes where depth from top of pipe to top of final pavement is 4.0-ft or less the entire backfill area will conform and be classified as standard spec 520.2.5.2 foundation backfill.

Remove standard spec 520.5.2(2) for culvert pipes described above. No extra pay items will be added for the substitution of foundation backfill for trench backfill.

ner-520-010 (202300519)

## 17. QMP HMA Pavement Nuclear Density.

### A Description

*Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:*

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

<https://wisconsindot.gov/rdwy/cmm/cm-08-00.pdf>

- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

<http://www.atwoodsyste.ms.com/>

### B Materials

#### B.1 Personnel

- (1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 815.

#### B.2 Testing

- (1) Conform to WTM T355 and CMM 815 for density testing and gauge monitoring methods. Conform to CMM 815.10.4 for test duration and gauge placement.

## **B.3 Equipment**

### **B.3.1 General**

- (1) Furnish nuclear gauges according to CMM 815.2.
- (2) Furnish nuclear gauges from the department's approved product list at:

<https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

### **B.3.2 Comparison of Nuclear Gauges**

#### **B.3.2.1 Comparison of QC and QV Nuclear Gauges**

- (1) Compare QC and QV nuclear gauges according to WTM T355.

#### **B.3.2.2 Reference Site Monitoring**

- (1) Conduct reference site monitoring for both QC and QV gauges according to WTM T355.

## **B.4 Quality Control Testing and Documentation**

### **B.4.1 Lot and Sublot Requirements**

#### **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.1.
- (3) Determine random testing locations according to CMM 815.10.3.

#### **B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts**

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.2.
- (3) Determine random testing locations according to CMM 815.10.3.

### **B.4.2 Pavement Density Determination**

#### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

- (1) Calculate the average sublot densities using the individual test results in each sublot.
- (2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay as specified in standard spec 460.5.2.2.

#### **B.4.2.2 Mainline Shoulders**

##### **B.4.2.2.1 Width Greater Than 5 Feet**

- (1) Determine the pavement density as specified in B.4.2.1.

##### **B.4.2.2.2 Width of 5 Feet or Less**

- (1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

##### **B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts**

- (1) Determine the pavement density as specified in B.4.2.1.

#### **B.4.2.4 Documentation**

- (1) Document QC density test data as specified in CMM 815. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.



### **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If two consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft<sup>3</sup> of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft<sup>3</sup> each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

### **B.5.2 Independent Assurance Testing**

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

## **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.

- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

**B.7 Acceptance**

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-compared gauge is used for contractor QC tests.

**C (Vacant)**

**D (Vacant)**

**E Payment**

**E.1 QMP Testing**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the Non-performance of QMP administrative item.

**E.2 Disincentive for HMA Pavement Density**

- (1) The department will administer density disincentives as specified in standard spec 460.5.2.2.

**E.3 Incentive for HMA Pavement Density**

- (1) The department will administer density incentives as specified in standard spec 460.5.2.3.  
stp-460-020 (20230629)

**18. Utility Line Opening, Item SPV.0060.01.**

**A Description**

This special provision describes excavating to uncover utilities for the purpose of determining elevation or location and potential conflicts as shown on the plans or as directed by the engineer.

**B (Vacant)**

**C Construction**

Perform the excavation in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption.

Give the engineer a minimum of three working days once utility line opening information is received to review all relevant design information prior to proposed utility construction. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Approve and coordinate all utility line openings with the engineer. Notify the utility engineers or their agents of this work a minimum of five working days prior to the work so they may be present when the work is completed.

Replace pavement over utility line opening trenches that are within the staged traffic area as directed by the engineer. Replace pavement and open to traffic within 24 hours of the excavation as directed by the engineer.

**D Measurement**

The department will measure Utility Line Opening as each individual utility line opening location, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Utility Line Opening	EACH

Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material removed from the excavation; compacting the backfill; restoring the site; and for cleanup.

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings are not considered part of or paid for under Utility Line Openings but are considered separate and measured and paid for separately as removal items. Pavement replacement material, concrete curb, gutter, and sidewalk items will also be considered separate from Utility Line Openings and will be measured and paid for separately.

**19. Grading Shaping, and Finishing Culvert Pipes and Apron Endwalls, Item SPV.0060.02.**

**A Description**

Grade, Shape and Finish Culvert Pipes and Apron Endwalls outside of the shoulder point as the plans show and as follows.

**B Materials**

Furnish materials conforming to the following:

Common excavation and material disposal.....	205.2
Borrow .....	208.2
Topsoil.....	625.2
Mulch.....	627.2
Erosion mat .....	628.2
Fertilizer.....	629.2
Seeding .....	630.2

**C Construction**

Grade, shape and finish embankments slopes for apron endwalls and culvert pipes at the locations the plan show. Construct as plans show and engineer directs conforming to the following:

Common excavation and material disposal.....	205.3
Borrow .....	208.3
Topsoil.....	625.3
Mulch.....	627.3
Erosion mat .....	628.3
Fertilizer.....	629.3
Seeding .....	630.3

**D Measurement**

The department will measure Grading, Shaping and Finishing Culvert Pipes and Apron Endwalls as a unit for each endwall or culvert end acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Grading, Shaping and Finishing Culvert Pipes and Apron Endwalls	EACH

Payment is full compensation for all, borrow, topsoil, erosion mat, mulch, fertilizer and seeding when culvert pipes and apron endwalls are out of the contract grading limits. If the work specified above falls within the contract grading limits, the department will pay separately for that work under the excavation, borrow, topsoil, erosion mat, mulch, fertilizer and seeding bid items.

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**20. Marking Chevron Epoxy 12-Inch, Item SPV.0090.01.**

**A Description**

This special provision describes providing marking epoxy 12-inch as shown on the plans and is hereinafter provided.

**B Materials**

Furnish materials according to standard spec 646.

**C Construction**

Perform work according to standard spec 646 and as shown in the plans.

**D Measurement**

The department will measure Marking Chevron Epoxy 12-Inch by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Marking Chevron Epoxy 12-Inch	LF

Payment is full compensation for providing all materials; and for remarking as required under standard spec 646.3.1.2(2).

**21. Sawing Curb Head, Item SPV.0090.02.**

**A Description**

This special provision describes providing sawing curb head as shown on the plans and is hereinafter provided.

**B (Vacant)**

**C Construction**

Saw curb head according to the applicable portions of standard spec 690. Remove leftover concrete curb head material debris according to the applicable portions of standard spec 204.

**D Measurement**

The department will measure Sawing Curb Head by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Sawing Curb Head	LF

Payment is full compensation for providing all sawing and sludge removal, and for disposal of leftover concrete curb head material debris.

## **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.

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## Additional Special Provision 6 (ASP-6)

### Modifications to the standard specifications

*Make the following revisions to the standard specifications:*

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#### 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.
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#### 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.
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#### 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 <sup>[1]</sup>	
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.



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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.

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### 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).

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### 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)**

<b>AASHTO No. 4<sup>[1]</sup></b>	
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

<sup>[1]</sup> 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.

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**ERRATA**

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**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 1<sup>st</sup> Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. 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](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

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

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

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

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

## NON-DISCRIMINATION PROVISIONS

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

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## 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 project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

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.

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<sup>1</sup> 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.

<sup>2</sup> 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: 20240514018 Project(s): 4075-41-71

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	203.0100 Removing Small Pipe Culverts	5.000 EACH	_____.	_____.
0004	204.0110 Removing Asphaltic Surface	1,855.000 SY	_____.	_____.
0006	204.0115 Removing Asphaltic Surface Butt Joints	83.000 SY	_____.	_____.
0008	204.0120 Removing Asphaltic Surface Milling	38,280.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	10.000 LF	_____.	_____.
0012	204.0165 Removing Guardrail	285.000 LF	_____.	_____.
0014	204.0220 Removing Inlets	1.000 EACH	_____.	_____.
0016	204.0245 Removing Storm Sewer (size) 01. 15-Inch	2.000 LF	_____.	_____.
0018	204.0247 Removing Ancillary Structure with Restoration (structure) 01. S-44-020	1.000 EACH	_____.	_____.
0020	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 4075-41-71	1.000 EACH	_____.	_____.
0022	211.0400 Prepare Foundation for Asphaltic Shoulders	3.000 STA	_____.	_____.
0024	213.0100 Finishing Roadway (project) 01. 4075-41-71	1.000 EACH	_____.	_____.
0026	305.0110 Base Aggregate Dense 3/4-Inch	900.000 TON	_____.	_____.
0028	305.0120 Base Aggregate Dense 1 1/4-Inch	510.000 TON	_____.	_____.
0030	390.0100 Removing Pavement for Base Patching	490.000 CY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240514018 Project(s): 4075-41-71

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	390.0305 Base Patching Concrete HES	490.000 CY	_____.	_____.
0034	416.0610 Drilled Tie Bars	310.000 EACH	_____.	_____.
0036	416.0620 Drilled Dowel Bars	1,880.000 EACH	_____.	_____.
0038	455.0605 Tack Coat	2,710.000 GAL	_____.	_____.
0040	460.2000 Incentive Density HMA Pavement	3,700.000 DOL	1.00000	3,700.00
0042	460.6224 HMA Pavement 4 MT 58-28 S	5,690.000 TON	_____.	_____.
0044	465.0110 Asphaltic Surface Patching	345.000 TON	_____.	_____.
0046	465.0315 Asphaltic Flumes	7.000 SY	_____.	_____.
0048	520.8000 Concrete Collars for Pipe	5.000 EACH	_____.	_____.
0050	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	2.000 EACH	_____.	_____.
0052	521.3118 Culvert Pipe Corrugated Steel 18-Inch	37.000 LF	_____.	_____.
0054	522.0430 Culvert Pipe Reinforced Concrete Class IV 30-Inch	64.000 LF	_____.	_____.
0056	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	4.000 EACH	_____.	_____.
0058	531.2042 Drilling Shaft 42-Inch	18.000 LF	_____.	_____.
0060	531.5130 Foundation Single-Shaft Type MC-III (structure) 01. S-44-0311	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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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	532.5130 Monotube Cantilever Type III (structure) 01. S-44-0311	1.000 EACH	_____.	_____.
0064	606.0100 Riprap Light	3.000 CY	_____.	_____.
0066	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	10.000 LF	_____.	_____.
0068	611.0642 Inlet Covers Type MS	1.000 EACH	_____.	_____.
0070	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0072	614.0010 Barrier System Grading Shaping Finishing	2.000 EACH	_____.	_____.
0074	614.2300 MGS Guardrail 3	262.500 LF	_____.	_____.
0076	614.2310 MGS Guardrail 3 HS	50.000 LF	_____.	_____.
0078	614.2610 MGS Guardrail Terminal EAT	4.000 EACH	_____.	_____.
0080	618.0100 Maintenance and Repair of Haul Roads (project) 01. 4075-41-71	1.000 EACH	_____.	_____.
0082	619.1000 Mobilization	1.000 EACH	_____.	_____.
0084	624.0100 Water	9.000 MGAL	_____.	_____.
0086	628.1504 Silt Fence	450.000 LF	_____.	_____.
0088	628.1520 Silt Fence Maintenance	345.000 LF	_____.	_____.
0090	628.1905 Mobilizations Erosion Control	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240514018 Project(s): 4075-41-71

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
0092	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0094	628.7005 Inlet Protection Type A	2.000 EACH	_____.	_____.
0096	628.7015 Inlet Protection Type C	14.000 EACH	_____.	_____.
0098	628.7504 Temporary Ditch Checks	21.000 LF	_____.	_____.
0100	628.7555 Culvert Pipe Checks	15.000 EACH	_____.	_____.
0102	628.7570 Rock Bags	75.000 EACH	_____.	_____.
0104	633.5200 Markers Culvert End	4.000 EACH	_____.	_____.
0106	634.0616 Posts Wood 4x6-Inch X 16-FT	1.000 EACH	_____.	_____.
0108	637.2210 Signs Type II Reflective H	26.000 SF	_____.	_____.
0110	638.2602 Removing Signs Type II	1.000 EACH	_____.	_____.
0112	638.3000 Removing Small Sign Supports	1.000 EACH	_____.	_____.
0114	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0116	643.0420 Traffic Control Barricades Type III	405.000 DAY	_____.	_____.
0118	643.0705 Traffic Control Warning Lights Type A	810.000 DAY	_____.	_____.
0120	643.0900 Traffic Control Signs	6,199.000 DAY	_____.	_____.
0122	643.0920 Traffic Control Covering Signs Type II	13.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240514018 Project(s): 4075-41-71

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
0124	643.1000 Traffic Control Signs Fixed Message	14.000 SF	_____.	_____.
0126	643.1050 Traffic Control Signs PCMS	14.000 DAY	_____.	_____.
0128	643.3165 Temporary Marking Line Paint 6-Inch	71,020.000 LF	_____.	_____.
0130	643.3265 Temporary Marking Line Paint 10-Inch	10,400.000 LF	_____.	_____.
0132	643.3805 Temporary Marking Stop Line Paint 18-Inch	820.000 LF	_____.	_____.
0134	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0136	645.0130 Geotextile Type R	10.000 SY	_____.	_____.
0138	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	31,395.000 LF	_____.	_____.
0140	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	2,600.000 LF	_____.	_____.
0142	646.5020 Marking Arrow Epoxy	6.000 EACH	_____.	_____.
0144	646.5120 Marking Word Epoxy	2.000 EACH	_____.	_____.
0146	646.6120 Marking Stop Line Epoxy 18-Inch	205.000 LF	_____.	_____.
0148	646.7120 Marking Diagonal Epoxy 12-Inch	1,360.000 LF	_____.	_____.
0150	646.8120 Marking Curb Epoxy	10.000 LF	_____.	_____.
0152	646.8220 Marking Island Nose Epoxy	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240514018 Project(s): 4075-41-71

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
0154	650.4000 Construction Staking Storm Sewer	1.000 EACH	_____.	_____.
0156	650.6000 Construction Staking Pipe Culverts	4.000 EACH	_____.	_____.
0158	650.8000 Construction Staking Resurfacing Reference	7,189.000 LF	_____.	_____.
0160	650.9911 Construction Staking Supplemental Control (project) 01. 4075-41-71	1.000 EACH	_____.	_____.
0162	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	160.000 LF	_____.	_____.
0164	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,370.000 LF	_____.	_____.
0166	652.0605 Conduit Special 2-Inch	175.000 LF	_____.	_____.
0168	652.0800 Conduit Loop Detector	1,662.000 LF	_____.	_____.
0170	653.0164 Pull Boxes Non-Conductive 24x42-Inch	12.000 EACH	_____.	_____.
0172	653.0905 Removing Pull Boxes	16.000 EACH	_____.	_____.
0174	655.0700 Loop Detector Lead In Cable	5,143.000 LF	_____.	_____.
0176	655.0800 Loop Detector Wire	5,280.000 LF	_____.	_____.
0178	690.0150 Sawing Asphalt	1,795.000 LF	_____.	_____.
0180	690.0250 Sawing Concrete	3,345.000 LF	_____.	_____.
0182	740.0440 Incentive IRI Ride	11,500.000 DOL	1.00000	11,500.00



Proposal Schedule of Items

Proposal ID: 20240514018 Project(s): 4075-41-71

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
0184	SPV.0060 Special 01. Utility Line Opening	1.000 EACH	_____.	_____.
0186	SPV.0060 Special 02. Grading, Shaping, and Finishing Culvert Pipes and Apron Endwalls	4.000 EACH	_____.	_____.
0188	SPV.0090 Special 01. Marking Chevron Epoxy 12-Inch	215.000 LF	_____.	_____.
0190	SPV.0090 Special 02. Sawing Curb Head	50.000 LF	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.

**PLEASE ATTACH ADDENDA HERE**