

HIGHWAY WORK PROPOSAL

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

Proposal Number: **002**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
3060-00-74	N/A	C Columbus, Ludington Street, Faith Drive to Middleton Street	STH 073	Columbia

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 11, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <h3 style="margin: 0;">SAMPLE</h3> <h3 style="margin: 0;">NOT FOR BIDDING PURPOSES</h3>
Contract Completion Time August 29, 2025	This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal 0%	

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work:	For Department Use Only
Removals, Milling, Grading, Aggregate, Asphalt Pavement, Curb and Gutter, Concrete Sidewalk, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Restoration.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 1. Electronic bid on the internet.
 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at:

<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

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

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

<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 4. Have a properly executed annual bid bond on file with the department.
 5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

B Waiver of Electronic Submittal

- (1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.
- (2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a \$75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."
- (3) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
 2. The bidder fails to pay the \$75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the \$75.
 3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.
- (4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

Proposal Number	Project Number	Letting Date
Name of Principal		
Name of Surety	State in Which Surety is Organized	

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the Proposal Guaranty for the total bid submitted for the payment to be made; we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of this obligation is that the Principal has submitted a bid proposal to the State of Wisconsin acting through the Department of Transportation for the improvement designated by the Proposal Number and Letting Date indicated above.

If the Principal is awarded the contract and, within the time and manner required by law after the prescribed forms are presented for signature, enters into a written contract in accordance with the bid, and files the bond with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract or give the specified bond, the Principal shall pay to the Department of Transportation **within 10 business days of demand** a total equal to the Proposal Guaranty as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed this date: **(DATE MUST BE ENTERED)**

PRINCIPAL

(Company Name) **(Affix Corporate Seal)**

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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

Instructions for Certification

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

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

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

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

Special Provisions

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STSP'S Revised July 3, 2024

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 3060-00-74, C Columbus, Ludington Street, Faith Drive to Middleton Street, STH 73, Columbia County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 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 (20240703)

2. Scope of Work.

The work under this contract shall consist of removals, base aggregate dense, HMA pavement, concrete curb & gutter, concrete sidewalk, erosion control, restoration, traffic control, 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 time frame for construction of the project within the 2025 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten 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.

Work Restrictions

Work shall be continuous at each curb ramp. Once work begins at a curb ramp complete all work including restoration within 14 calendar days.

Complete all curb & gutter and curb ramp construction by June 29, 2025.

Milling asphaltic pavement may not begin prior to 6:00 AM on July 7, 2025.

Complete Removing Asphaltic Surface Milling prior to performing Removing Distressed Pavement Milling.

Place HMA pavement on milled surfaces within 72 hours of milling operation. Time milling operations so milled surfaces are not left in place over weekend days.

Interim Completion of Work – Curb and Gutter and Curb Ramps: June 29, 2025

Complete all curb & gutter and curb ramp construction operations by 11:59 PM on June 29, 2025 in time for the Independence Day Parade and Festival. Completely clear all roadways and sidewalks of traffic control devices. Payment will not be made for traffic control devices left within the project site during the suspension.

If the contractor fails to complete the work and remove all traffic control devices by June 29, 2025, the department will assess the contractor \$1,570 in interim liquidated damages for each calendar day the contract work remains incomplete after 12:01 AM on June 30, 2025. An entire calendar day will be charged for any period of time within a calendar day that this work remains incomplete beyond 12:01 AM.

Work Hour Definitions

Work shall be allowed from 7:00 AM to 6:00 PM.

The following hours shall be considered Peak Hours:

- 7:00 AM to 9:00 AM Monday, Tuesday, Wednesday, Thursday, Friday
- 4:00 PM to 6:00 PM Monday, Tuesday, Wednesday, Thursday, Friday

All hours within allowable work hours not considered peak hours shall be considered off-peak hours.

Protection of Endangered Bats (Tree Clearing)

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

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

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

The department has contracted with others and will perform the following operations after October 31 and prior to April 1:

- Cutting down and removing trees.

If there are clearing operations required to remove previously cut trees, submit a schedule and description with the ECIP 14 days prior to the work. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of clearing operations, and list those additional measures in the approval letter for the ECIP.

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

4. Traffic.

Prior to beginning operations under this contract, provide in writing the proposed schedule of operations and methods of coordination and handling of traffic, to the engineer. Construct the project using the construction staging and traffic control shown in the plans and standard detail drawings.

The contractor may elect to construct each intersection using the alternative provided in the plans or a different contractor designed alternative that maintains pedestrian access. The contractor shall notify the engineer in writing how each intersection will be constructed to maintain pedestrian traffic at least 48 hours prior to any planned sidewalk closures.

Pedestrian traffic shall be maintained in all locations at all times utilizing pedestrian detours, pedestrian diversions, or building curb ramps one quadrant at a time in order to maintain access for pedestrians at all times.

Contact the City of Columbus Fire Department 7 calendar days prior to milling/paving so the Fire Department can have larger trucks posted in a location that will allow full access to STH 73 during milling/paving operations. Contact Scott Hazeltine, Fire Chief, (920) 623-5914.

Work restrictions

Right turn lanes, shoulders, and parking lanes may be closed at all times along STH 73 during curb ramp reconstruction, except from Fireman's Park to Fuller Street and the Canadian Pacific Railroad to Middleton Street.

Provide flagging operations along STH 73 during milling and asphalt pavement installation. Flagging operations are allowed during work hours outside of peak hours.

Detour STH 73 traffic during the two-week closure of STH 73 allowed for reconstruction of the Canadian Pacific Railroad crossing and installation of railroad signals. The detour route for southbound STH 73 traffic follows USH 151 south to STH 16/60 east. The detour route for northbound STH 73 includes STH 16/60 west to USH 151 north. Detouring traffic for roadway patching, milling, and asphalt pavement operations is not permitted.

Maintain access to local traffic and businesses unless otherwise shown in the traffic control plans.

Do not park or store materials within 8 feet of the traveled way or a turn lane open to traffic during non-work hours.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 73 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From 11:59 PM Sunday, June 29, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day.

stp-107-005 (20210113)

Do not perform work along STH 73 and completely clear the roadway and sidewalks of traffic control devices and have all curb ramps open to pedestrian traffic during the following special event period:

- From 11:59 PM Sunday, June 29, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day Festival.

6. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220.

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

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. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-066 (20240703)

Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

The following utility companies have facilities within the project area that need adjustments:

AT&T Wisconsin- Communications has facilities within the project limits. The following will be relocated prior to construction unless otherwise noted:

- Pedestal at Station 68+20 ER will be removed. The associated cables will be buried at a minimum depth of 36" and remain in place.
- Pedestal at Station 69+16 LT will be adjusted to provide a minimum 30-inch clearance from the back of curb.
- Handhole near Station 97+55 LT will be exposed and shifted to provide a minimum 2' clearance the back of the proposed sidewalk.
- Manhole frame and cover at Station 120+62 will be adjusted to final grade during construction. Contact AT&T Wisconsin to coordinate adjustments and allow 10 working days to complete the work.
- AT&T will shift and reset 2 anchors in the southeast quadrant of STH 73 and Church St during construction to provide a minimum clearance to the back of curb. Once the stump of the tree shown in the plans is left after removal of the tree under Project ID 5105-16-61, contact AT&T Wisconsin and allow 10 working days for AT&T to complete their work.

Columbus Utilities – Sewer has facilities within the project limits. Sanitary manhole covers will be adjusted with the roadway project. All other facilities will remain in place as is.

Columbus Utilities – Water has facilities within the project limits. Water valve covers will be adjusted with the roadway project. All other facilities will remain in place as is.

WE Energies Gas has facilities within the project limits. The following will be relocated prior to construction:

- Gas main to be replaced along Harrison Street (Station 109+41 35' RT to Station 109+46 261' RT), along STH 73 (Station 129+34 39' RT to Station 130+14 120' RT), and a number of services in the Project Area.

All other WE Energies Gas facilities will remain in place as is.

It is imperative that the highway contractor contact WE Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from WE Energies. Contractor must call the WE Energies 24-hour Dispatch lines to arrange for this verification. WE Energies Gas Dispatch 1-800-261-5325.

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

- **ATC Management, Inc- Electricity Transmission**
- **Columbus Utilities – Electric**
- **Spectrum- Communications**
- **United Private Networks- Communications**

7. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 6:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

8. Railroad Insurance and Coordination - Soo Line Railroad Company (CP)

A. Description

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Soo Line Railroad Company d/b/a Canadian Pacific.

Notify evidence of the required coverage, and duration to Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 760-2945; E-mail: Brian.Osborne@cpkcr.com

Also send a copy to the following: Scott Willinger, SW LaCrosse Region Railroad Coordinator; 3550 Mormon Coulee Road, La Crosse, WI 54601; Telephone (608) 792-1360; E-mail: gene.willinger@dot.wi.gov

Include the following information on the insurance document:

- Project ID: 3060-00-74
- Project Location: Columbus, Wisconsin
- Route Name: STH 73, Columbia County
- Crossing ID: 390644B
- Railroad Subdivision: Watertown
- Railroad Milepost: 0149.900
- Work Performed on or within 50' of RR ROW: Milling, asphalt pavement, sidewalk replacement, and pavement marking

A.2 Train Operation

Approximately 2 passenger trains and 19 through freight trains operate daily through the construction site. Passenger trains operate at up to 79 mph. Through freight trains operate at up to 79 mph.

A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination

Construction Contact

Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 760-2945; E-mail brian_osborne@cpkcr.com for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

Flagging Contact

Greda Lynn, Grade Crossing Coordinator; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 258-6619; E-mail greda_lynn@cpkcr.com a minimum of 40 working days in advance to arrange for a railroad flagger. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

* Contact SOO Line (CPKC) prior to letting for flagman work hour availability.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact CPKC Call Before You Dig line at (866) 291-0741, five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

SOO Line (CPKC) will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. Replace crossing surfaces and signals

A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

A.6 Rail Security Awareness and Contractor Orientation

All employees of contractors who work on CN properties are required to have minimum CN Safety and Security Awareness training. This training can be obtained by registering and following the CN link through www.contractororientation.com. This training is good for a period of one year.

- a. Exception: CN has exempted from this training those it classifies as "Delivery Persons". Delivery Persons include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

The security awareness and contractor orientation certification must be renewed for projects that will carry over beyond the one-year period. Contractor and subcontractor employees shall wear the identification badge issued by www.contractororientation.com when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

If employees of contractors have a current eRailSafe badge for CN then an additional badge is not required from www.contractororientation.com.

A.7 Contractor Right of Entry

The contractor will be required to obtain a Right of Entry from Soo Line Railroad Company (CP) prior to working on railroad right of way. Contact the person in A.1 Railroad Insurance Requirements at least 45 days prior to start of work. The Right of Entry will be issued at no cost to the contractor. If the contractor pays for the Right of Entry, it will not be reimbursed by the project. The Project ID will serve as the ROE permit number unless otherwise stated. Reference A.1 Railroad Insurance Requirements for railroad protective liability insurance requirements. If railroad requests higher limits contact the WisDOT Region Railroad Coordinator listed in A.1.

stp-107-026 (20240703)

9. Archaeological Site.

Uncataloged burial site 47CO9/BCO-0123 (School Street Mound) site is located approximately from Station 100+20 to Station 104+25, 350 LT to 150' RT within the limits shown on the plans.

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. Use of a hydrovac is not permitted within the boundaries of the human burial site.

stp-107-220 (20180628)

10. Erosion Control

Supplement Section 107.20 with the following:

Erosion devices shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. The ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Andrew Barta, (608) 275-3308, andrew.barta@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control devices until permanent vegetation is established or until the engineer determines that the device is no longer required.

All disturbed/graded/soil stockpile areas shall be permanently restored within fourteen (14) calendar days of any contractor disturbance. If any disturbed/graded/soil stockpile areas (including partial/full cuts and fills, adjusted/replacement storm sewer, curbs, etc...) will not be permanently restored within fourteen (14) calendar days they shall be restored with temporary seed and erosion mat or mulch within five (5) calendar days of the initial and repeated disturbance.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains, and waterways. Stockpiled soil shall be protected against erosion. If the stockpile will not be permanently restored within fourteen (14) calendar days restore the stockpile with temporary seed and erosion mat or mulch within five (5) calendar days of the initial and repeated disturbance.

Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

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

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

11. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

Place temporary pedestrian barrier, barricades, and signs such that they do not block existing carriage walks, sidewalk, doorways, entryways, stairs, driveways, or other pedestrian or vehicular access routes to residences or businesses.

12. Removing Boulder, Item 204.9060.S.01

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Boulder in each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Boulder	Each
stp-204-025 (20230113)		

13. 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://wisconsin.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.atwoodsystems.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

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 subplots 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 subplots and a minimum of one subplot per mix design. The subplots 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/ft³ 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/ft³ 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/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ 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)

14. Asphaltic Surface, Item 465.0105

Replace standard spec 465.2 (1) with the following:

Under the Asphaltic Surface, Asphaltic Surface Detours, and Asphaltic Surface Patching bid items; submit a mixture design. Furnish asphaltic mixture meeting the requirements specified for HMA Pavement 4 MT 58-28 H mix under 460.2; except the engineer will not require the contractor to conform to the quality management program specified under 460.2.8. Use tack coat as required under 450.3.2.7.

15. Cover Plates Temporary, Item 611.8120.S.

A Description

This special provision describes providing and removing steel plates to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

B Materials

Provide a 0.25 inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary as each individual unit, 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
611.8120.S	Cover Plates Temporary	EACH

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

stp-611-006 (20151210)

16. Manhole, Inlet, and Catch Basin Adjusting Rings

Replace standard spec. 611.3.1 (8) with the following:

Secure grade riser rings and adjustment rings using the manufacturer's recommended method. Do not dry stack adjustment rings.

Replace standard spec. 611.3.7 (1) with the following:

Unless the contract plans or special provisions provide otherwise, adjust existing covers, including frames and grates or lids, to the required elevation. Remove the existing fixture and existing adjusting rings, adjust the top of the existing structure, and reinstall the fixture. Support the fixture on Expanded Polypropylene (EPP) grade adjustment rings from the APL, constructed per the manufactured directions to hold the covers firmly in place. EPP grade rings shall be in a flat and/or tapered configuration of a size to closely match the inside and outside dimensions of circular or rectangular structures, installed individually or in combination. If multiple rubber adjustment rings are necessary, a maximum of two adjustment rings plus one tapered adjustment ring can be used. EPP grade rings shall be tapered to match the cross slope and profile of the roadway.

Replace standard spec. 611.5.5 (1) with the following:

Payment for Adjusting Catch Basin Covers, Adjusting Manhole Covers, and Adjusting Inlet Covers is full compensation for providing required materials, exclusive of frames, grates, or lids available and designated for adjusting; removing existing concrete or brick masonry used for adjustment or adjusting rings and for removing, reinstalling and adjusting the covers. Replace covers rendered unusable by the contractor's operations.

17. Adjusting Water Valves, Item SPV.0060.01.

A Description

This special provision describes locating, exposing, and protecting existing water valves after the pavement is removed and adjusting to finished grade, which includes protecting and maintaining accessibility to the water valve boxes during construction.

B (Vacant)

C Construction

Furnish and install water valve box extensions to the existing water valve boxes if necessary. Protect the water valve boxes during construction. Clean out the water valve boxes as necessary to assure the valve wrench will fit completely over the valve bolt. Adjust the valve boxes to the required final finished elevation.

D Measurement

The department will measure Adjusting Water Valve Covers by the each 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	Adjusting Water Valve Covers	EACH

Payment is full compensation for locating, exposing, and protecting water valve boxes; furnishing and installing water valve box extensions if necessary; exclusive of water valve boxes; cleaning out the water valve boxes, and adjusting water valve boxes to the final finished elevation. The contractor shall replace water valve boxes, which are damaged by the contractor's operations, in kind, at the contractor's expense.

18. Adjusting Sanitary Manhole Covers, Item SPV.0060.02.

A Description

This special provision describes adjusting City of Columbus sanitary manhole covers to finished grade and replacing the external seal. Adjustment includes work from the top of the cone to the top of the manhole frame and cover. Perform this work according to the pertinent provisions of Section 33 30 00 of the 2021 City of Columbus Technical Standards for Sewer and Water Main Construction, except as herein modified.

B Materials

Use materials conforming to Section 33 30 00 of the 2021 City of Columbus Technical Standards for Sewer and Water Main Construction.

Make adjustments using EPP adjusting rings and with manufacturer recommended sealant.

C Construction

Use methods that conform to Section 33 30 00 of the 2021 City of Columbus Technical Standards for Sewer and Water Main Construction.

D Measurement

The department will measure Adjusting Sanitary Manhole Covers by the each 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	Adjusting Sanitary Manhole Covers	EACH

Payment is full compensation for providing adjustment rings and external seals; for adjusting existing manhole frame and casting to finished grade from the top of existing cone to the top of the manhole frame and casting. This shall include but not be limited to construction, necessary removals, excavation, and backfilling. Replace covers rendered unusable by the contractor's operations at no expense to the department.

Multiple adjustments required to perform this work or additional adjustments as directed by the engineer shall be considered incidental.

19. Dynamic Right Turn Yield To Pedestrians Sign, Item SPV.0060.03.

A Description

This special provision describes furnishing and installing materials for 36-inch by 36-inch LED blank out signs.

B Materials

B.1 General

Furnish 36-inch by 36-inch LED Blank Out signs based on direction shown in plans. The sign housing shall be constructed using aluminum. The sign shall be suitable for outdoor applications. Furnish mounting hardware, conduit, and cabling for each blank out sign.

Provide all other needed materials in conformance with standard spec 658.2 and all other applicable terms of this contract.

B.2 Housing

Housing shall be constructed of aluminum with welded seams. The housing shall be NEMA 4X rated and have a uniform black finish either powder coated or anodized. A hood shall be attached to the housing to minimize glare on the sign face. The housing shall have stainless steel latches that do not require tools to operate.

B.3 Electrical

The unit shall be compatible with 120-volt input voltage and powered out of the traffic signal cabinet. Sign functionality and schedule shall be programmed per direction from the city. The LED sign shall be capable of automatic dimming capable based on the ambient light level.

C Construction

Perform the work according to standard spec 658.3 and all applicable terms of this contract.

D Measurement

The department will measure Dynamic Right Turn Yield To Pedestrians Sign as each unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Dynamic Right Turn Yield To Pedestrians Sign	EACH

Payment is full compensation for Payment is full compensation for furnishing and installing mounting hardware, conduit, and cabling, and each LED sign for the appropriate direction as called out in the plan.

20. Temporary Curb & Gutter 30-Inch, Item SPV.0090.01.

A Description

This special provision describes constructing temporary 30-inch curb and gutter as shown in the construction detail in the plan set.

B Materials

Temporary curb and gutter may be constructed with concrete or asphaltic surface.

Furnish concrete in accordance with Section 601.2 of the standard specs.

Furnish asphaltic surface temporary in accordance with Section 465 of the standard specs.

C Construction

Construct concrete curb and gutter in accordance with Section 601.3 of the standard specs.

Construct asphaltic curb and gutter in accordance with 465.3.2 of the standard specs.

Drilled tie bars are not required for temporary curb and gutter installations.

D Measurement

The department will measure Temporary Curb & Gutter 30-Inch by the LF 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.0090.01	Temporary Curb & Gutter 30-Inch	LF

Payment is full compensation for foundation excavation, preparation, and backfill if there is no adjacent roadway excavation taking place; for granular subbase or aggregate base if there is no adjacent roadway subbase or aggregate base being placed; for providing materials, including concrete or asphaltic surface temporary; for placing, forming, finishing, protecting, and curing; for restoring the site; and for final removal of temporary curb & gutter prior to placement of final curb and gutter.

21. Removing Distressed Pavement Milling, Item SPV.0180.01.

A Description

This special provision describes the removal and disposal of additional 2-inches of asphaltic pavement by milling in areas of distressed pavement. This will be completed in spot locations throughout the project as directed by the engineer.

B (Vacant)

C Construction

C.1 Milling

Use a milling machine designed and constructed for milling pavements without tearing or gouging the underlying surface. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade, and slope control, and an acceptable dust control system.

The milling operation is to be done in a manner to prevent damage to the remaining pavement. It should result in a reasonably uniform plane surface free of excessively large scarification marks, and with the uniform transverse slope required on the plans or directed by the engineer.

Any milled surface will not be allowed during nonworking hours. Windrowing or storing of the removed milled asphaltic pavement on the road is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the road of waste materials and equipment.

The removed material shall become the property of the contractor. Properly dispose of it in accordance with section 204 of the standard specifications.

C.2 Cleaning

Clean the milled surface by removing all dust, dirt, debris, or other foreign or loose material.

C.3 Pavement Prep

The cleaned milled surface will have Tack Coat applied and be filled with Asphaltic Surface.

D Measurement

The department will measure Removing Distressed Pavement Milling by the square yard, 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.0180.01	Removing Distressed Pavement Milling	SY

Payment is full compensation for removing the asphaltic surface; cleaning the milled surface; and for disposing of waste material. Tack Coat and Asphaltic Surface will be paid for separately.

swr-204-006 (20180824)

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

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

Make the following revisions to the standard specifications.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler.....	415.2.3
Asphaltic materials.....	455.2

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

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

B. Costs for conforming to this special provision are incidental to the contract.

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 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://wisconsin.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 or AWP CRL. 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 or AWP CRL 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, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (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) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
 - For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce 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://wisconsin.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
 - For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

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

3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

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

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

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

<https://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsin.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

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

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



Proposal Schedule of Items

Proposal ID: 20250211002 Project(s): 3060-00-74

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	2.000 STA	_____.	_____.
0004	204.0110 Removing Asphaltic Surface	417.000 SY	_____.	_____.
0006	204.0115 Removing Asphaltic Surface Butt Joints	1,276.000 SY	_____.	_____.
0008	204.0120 Removing Asphaltic Surface Milling	32,175.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	1,566.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	997.000 SY	_____.	_____.
0014	204.0170 Removing Fence	11.000 LF	_____.	_____.
0016	204.9060.S Removing (item description) 01. Boulder	1.000 EACH	_____.	_____.
0018	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 3060-00-74	1.000 EACH	_____.	_____.
0020	213.0100 Finishing Roadway (project) 01. 3060-00-74	1.000 EACH	_____.	_____.
0022	305.0120 Base Aggregate Dense 1 1/4-Inch	644.000 TON	_____.	_____.
0024	416.0610 Drilled Tie Bars	192.000 EACH	_____.	_____.
0026	455.0605 Tack Coat	4,329.000 GAL	_____.	_____.
0028	460.2000 Incentive Density HMA Pavement	4,490.000 DOL	1.00000	4,490.00
0030	460.6424 HMA Pavement 4 MT 58-28 H	7,009.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211002 Project(s): 3060-00-74

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	465.0105 Asphaltic Surface	330.000 TON	_____.	_____.
0034	465.0110 Asphaltic Surface Patching	101.000 TON	_____.	_____.
0036	465.0120 Asphaltic Surface Driveways and Field Entrances	16.000 TON	_____.	_____.
0038	601.0411 Concrete Curb & Gutter 30-Inch Type D	1,556.000 LF	_____.	_____.
0040	601.0600 Concrete Curb Pedestrian	172.000 LF	_____.	_____.
0042	602.0410 Concrete Sidewalk 5-Inch	9,111.000 SF	_____.	_____.
0044	602.0505 Curb Ramp Detectable Warning Field Yellow	660.000 SF	_____.	_____.
0046	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	88.000 SF	_____.	_____.
0048	602.0815 Concrete Driveway 7-Inch	56.000 SY	_____.	_____.
0050	611.8110 Adjusting Manhole Covers	2.000 EACH	_____.	_____.
0052	611.8115 Adjusting Inlet Covers	18.000 EACH	_____.	_____.
0054	611.8120.S Cover Plates Temporary	41.000 EACH	_____.	_____.
0056	619.1000 Mobilization	1.000 EACH	_____.	_____.
0058	624.0100 Water	33.000 MGAL	_____.	_____.
0060	625.0100 Topsoil	954.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211002 Project(s): 3060-00-74

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	627.0200 Mulching	1,047.000 SY	_____.	_____.
0064	628.1104 Erosion Bales	100.000 EACH	_____.	_____.
0066	628.1504 Silt Fence	269.000 LF	_____.	_____.
0068	628.1520 Silt Fence Maintenance	135.000 LF	_____.	_____.
0070	628.1905 Mobilizations Erosion Control	5.000 EACH	_____.	_____.
0072	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0074	628.7010 Inlet Protection Type B	1.000 EACH	_____.	_____.
0076	628.7015 Inlet Protection Type C	65.000 EACH	_____.	_____.
0078	628.7570 Rock Bags	25.000 EACH	_____.	_____.
0080	629.0210 Fertilizer Type B	3.000 CWT	_____.	_____.
0082	630.0200 Seeding Temporary	32.000 LB	_____.	_____.
0084	631.0300 Sod Water	33.000 MGAL	_____.	_____.
0086	631.1000 Sod Lawn	1,047.000 SY	_____.	_____.
0088	634.0616 Posts Wood 4x6-Inch X 16-FT	1.000 EACH	_____.	_____.
0090	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	10.000 EACH	_____.	_____.
0092	637.2210 Signs Type II Reflective H	16.500 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211002 Project(s): 3060-00-74

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	638.2102 Moving Signs Type II	11.000 EACH	_____.	_____.
0096	638.3000 Removing Small Sign Supports	11.000 EACH	_____.	_____.
0098	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0100	643.0300 Traffic Control Drums	18,000.000 DAY	_____.	_____.
0102	643.0420 Traffic Control Barricades Type III	317.000 DAY	_____.	_____.
0104	643.0705 Traffic Control Warning Lights Type A	640.000 DAY	_____.	_____.
0106	643.0900 Traffic Control Signs	25,030.000 DAY	_____.	_____.
0108	643.0910 Traffic Control Covering Signs Type I	6.000 EACH	_____.	_____.
0110	643.0920 Traffic Control Covering Signs Type II	3.000 EACH	_____.	_____.
0112	643.1000 Traffic Control Signs Fixed Message	182.250 SF	_____.	_____.
0114	643.1050 Traffic Control Signs PCMS	28.000 DAY	_____.	_____.
0116	643.3165 Temporary Marking Line Paint 6-Inch	12,149.000 LF	_____.	_____.
0118	643.3265 Temporary Marking Line Paint 10-Inch	30.000 LF	_____.	_____.
0120	643.3305 Temporary Marking Crosswalk Paint 6-inch	2,528.000 LF	_____.	_____.
0122	643.3805 Temporary Marking Stop Line Paint 18-Inch	16.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211002 Project(s): 3060-00-74

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	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0126	644.1440 Temporary Pedestrian Surface Matting	671.000 SF	_____.	_____.
0128	644.1601 Temporary Pedestrian Curb Ramp	840.000 DAY	_____.	_____.
0130	644.1605 Temporary Pedestrian Detectable Warning Field	220.000 SF	_____.	_____.
0132	644.1810 Temporary Pedestrian Barricade	1,254.000 LF	_____.	_____.
0134	645.0140 Geotextile Type SAS	123.000 SY	_____.	_____.
0136	646.4020 Marking Line Epoxy 10-Inch	30.000 LF	_____.	_____.
0138	646.4720 Marking Line Same Day Epoxy 6-Inch	12,466.000 LF	_____.	_____.
0140	646.5320 Marking Railroad Crossing Epoxy	2.000 EACH	_____.	_____.
0142	646.6120 Marking Stop Line Epoxy 18-Inch	280.000 LF	_____.	_____.
0144	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,888.000 LF	_____.	_____.
0146	646.8320 Marking Parking Stall Epoxy	150.000 LF	_____.	_____.
0148	646.9010 Marking Removal Line Water Blasting 4-Inch	316.000 LF	_____.	_____.
0150	646.9012 Marking Removal Line Water Blasting 6-Inch	165.000 LF	_____.	_____.
0152	646.9100 Marking Removal Line 8-Inch	1,226.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211002 Project(s): 3060-00-74

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	646.9200 Marking Removal Line Wide	16.000 LF	_____.	_____.
0156	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,556.000 LF	_____.	_____.
0158	650.8000 Construction Staking Resurfacing Reference	6,680.000 LF	_____.	_____.
0160	650.9000 Construction Staking Curb Ramps	68.000 EACH	_____.	_____.
0162	650.9500 Construction Staking Sidewalk (project) 01. 3060-00-74	1.000 EACH	_____.	_____.
0164	650.9911 Construction Staking Supplemental Control (project) 01. 3060-00-74	1.000 EACH	_____.	_____.
0166	690.0150 Sawing Asphalt	2,975.000 LF	_____.	_____.
0168	690.0250 Sawing Concrete	768.000 LF	_____.	_____.
0170	740.0440 Incentive IRI Ride	5,290.000 DOL	1.00000	5,290.00
0172	SPV.0060 Special 01. Adjusting Water Valves	26.000 EACH	_____.	_____.
0174	SPV.0060 Special 02. Adjusting Sanitary Manhole Covers	21.000 EACH	_____.	_____.
0176	SPV.0060 Special 03. Dynamic Right Turn Yield to Pedestrians Sign	2.000 EACH	_____.	_____.
0178	SPV.0090 Special 01. Temporary Curb & Gutter 30-Inch	8.000 LF	_____.	_____.
0180	SPV.0180 Special 01. Removing Distressed Pavement Milling	1,616.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211002 **Project(s):** 3060-00-74

Federal ID(s): N/A

Section: 0001

Total: _____.

Total Bid: _____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

January 30, 2025

Division of Transportation Systems Development

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

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

NOTICE TO ALL CONTRACTORS:

Proposal #02: 3060-00-74
C Columbus, Ludington Street
Faith Drive to Middleton Street
STH 73
Columbia County

Letting of February 11, 2025

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

Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
205.0100	Excavation Common	CY	0	127	127

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
12	Updated two notes to read <i>EXCAVATION IS INCIDENTAL TO THE CONCRETE SIDEWALK BID ITEM.</i>
122	Added MQ table for Excavation Common

Schedule of Items

Attached, dated January 30, 2025, are the revised Schedule of Items Page 7.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 12 and 122.

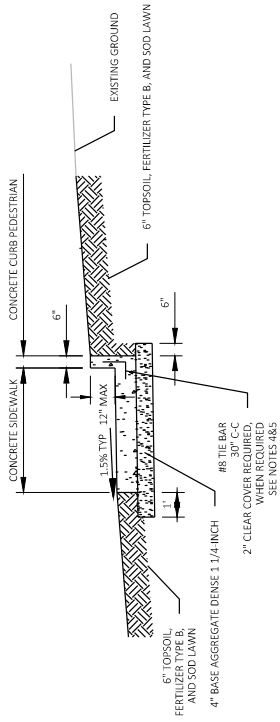
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

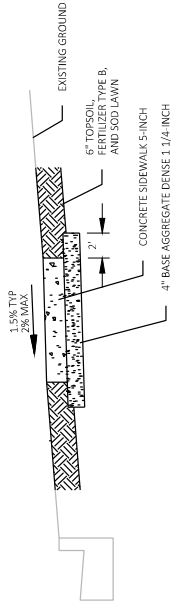
Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM



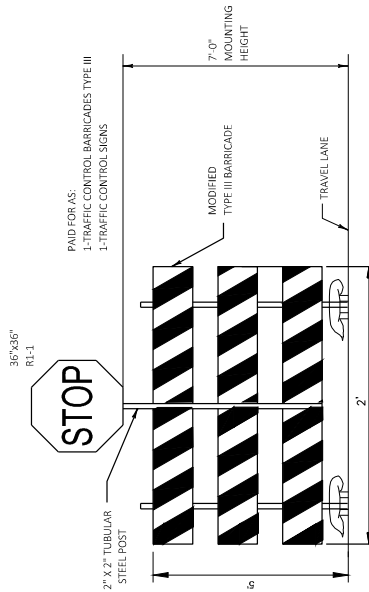
CONCRETE CURB PEDESTRIAN SECTION

- NOTES:
- EXCAVATION IS INCIDENTAL TO THE **CONCRETE SIDEWALK** BID ITEM.
 - PAYMENT FOR CONCRETE CURB PEDESTRIAN SHALL BE MADE USING THE BID ITEM CONCRETE CURB PEDESTRIAN.
 - THE HEIGHT OF THE CURB SHALL VARY BETWEEN 0 INCHES AND 12 INCHES BASED ON THE GRADES SHOWN ON THE CURB RAMP DETAILS.
 - WHEN THE HEIGHT OF THE PEDESTRIAN CURB IS GREATER THAN 6 INCHES IN HEIGHT THE CURB SHALL BE TIED MONOLITHICALLY WITH THE TIE BARS ARE INCIDENTAL TO THE CONCRETE CURB PEDESTRIAN.
 - WHEN THE HEIGHT OF THE PEDESTRIAN CURB IS 6 INCHES OR LESS IT MAY BE POURED MONOLITHICALLY WITH THE CONCRETE SIDEWALK OR POURED SEPARATELY. WHEN POURED SEPARATELY EXPANSION FELT IS REQUIRED BETWEEN THE CONCRETE SIDEWALK AND CONCRETE CURB PEDESTRIAN. TIE BARS ARE NOT REQUIRED WHEN THE HEIGHT OF THE PEDESTRIAN CURB IS 6 INCHES OR LESS.



TYPICAL SIDEWALK SECTION

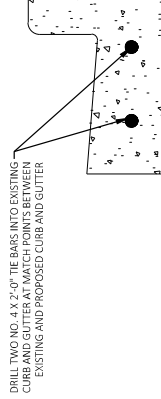
- NOTES:
- PAYMENT FOR CONCRETE SIDEWALK AND BASE AGGREGATE DENSE SHALL BE PAID FOR USING STANDARD BID ITEMS. EXCAVATION IS INCIDENTAL TO THE **CONCRETE SIDEWALK** BID ITEM.



TEMPORARY STOP SIGN

Addendum No. 01
 ID 3060-00-74
 Revised Sheet 12
 January 30, 2025

DRILLED TIE BARS AND CURB & GUTTER MATCH POINTS
 CONSTRUCT AT ALL LOCATIONS WHERE PROPOSED CURB & GUTTER MATCHES EXISTING CURB & GUTTER



Addendum No. 01
 ID 3060-00-74
 Revised Sheet 122
 January 30, 2025

3

REMOVING CONCRETE

CATEGORY	STATION TO	STATION	LOCATION	REMOVING CONCRETE CURB & GUTTER LF	REMOVING CONCRETE SIDEWALK SY
0010	63+02	- 65+00	STH73	10	-
	65+00	- 71+00		200	73
	71+00	- 77+00		248	166
	77+00	- 83+00		75	36
	95+00	- 101+00		86	66
	101+00	- 107+00		304	203
	107+00	- 113+00		185	138
	113+00	- 119+00		149	116
	119+00	- 125+00		165	128
	131+00	- 133+75		144	71
TOTAL 0010				1,566	997
PROJECT TOTAL				1,566	997

GRUBBING

CATEGORY	STATION TO	STATION	LOCATION	201.0205 GRUBBING STA
0010	106+00	107+00	STH73	1
	120+00	121+00		1
TOTAL 0010				2
PROJECT TOTAL				2

REMOVING ASPHALTIC PAVEMENT

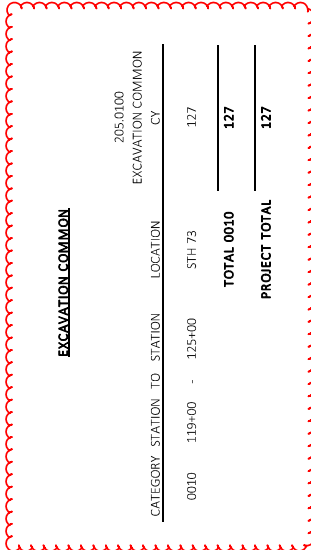
CATEGORY	STATION TO	STATION	LOCATION	REMOVING ASPHALTIC SURFACE SY	REMOVING ASPHALTIC SURFACE BUTT JOINTS SY	REMOVING ASPHALTIC MILLING SY
0010	63+02	- 65+00	STH73	3	111	694
	65+00	- 71+00		53	72	2592
	71+00	- 77+00		60	33	2600
	77+00	- 83+00		17	-	2168
	83+00	- 89+00		-	-	2200
	89+00	- 95+00		-	221	1905
	95+00	- 101+00		24	45	2627
	101+00	- 107+00		88	130	2860
	107+00	- 113+00		45	178	2460
	113+00	- 119+00		41	191	2169
	119+00	- 125+00		47	56	2269
	125+00	- 131+00		-	113	1609
	131+00	- 133+75		38	126	1124
TOTAL 0010				417	1,276	27,277
PROJECT TOTAL				417	1,276	32,175

REMOVING BOULDER

CATEGORY	STATION	SIDE	LOCATION	REMOVING BOULDER EACH
0010	102+60	RT	STH73	1
TOTAL 0010				1
PROJECT TOTAL				1

REMOVING FENCE

CATEGORY	STATION TO	STATION	SIDE	LOCATION	REMOVING FENCE LF
0010	102+57	- 102+62	LT	STH73	11
TOTAL 0010				11	11
PROJECT TOTAL				11	11



BASE AGGREGATE DENSE

CATEGORY	STATION TO	STATION	LOCATION	BASE AGGREGATE DENSE 1 1/4-INCH TON
0010	63+02	- 65+00	STH73	1
	65+00	- 71+00		51
	71+00	- 77+00		78
	77+00	- 83+00		22
	95+00	- 101+00		24
	101+00	- 107+00		103
	107+00	- 113+00		54
	113+00	- 119+00		50
	119+00	- 125+00		223
	131+00	- 133+75		38
TOTAL 0010				644
PROJECT TOTAL				644

PROJECT NO: 3060-00-74 HWY: STH 73 COUNTY: COLUMBIA

PROJECT NO: 3060-00-74 SHEET NO: 122

3



Proposal Schedule of Items

Proposal ID: 20250211002 Project(s): 3060-00-74

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
0182	205.0100 Excavation Common	127.000 CY	_____.	_____.
	Section: 0001		Total:	_____.
			Total Bid:	_____.

