

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **006**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	1060-35-82	N/A	Ush 45, Zoo Ic, N Leg Landscaping; Mayfair Road To Burleigh Street	USH 045

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

Proposal Guaranty Required: \$40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: August 9, 2022 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  <div style="text-align: center;"><b>SAMPLE NOT FOR BIDDING PURPOSES</b></div>
Contract Completion Time November 15, 2026	
Assigned Disadvantaged Business Enterprise Goal <b>0%</b>	
This contract is exempt from federal oversight.	

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

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

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

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

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

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

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

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

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

Notary Seal

<b>Type of Work:</b>		<b>For Department Use Only</b>	
Excavation, Landscaping, Tree Planting, Shrub Planting, Seeding			
Notice of Award Dated		Date Guaranty Returned	

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**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.

## Effective with August 2015 Letting

### BID PREPARATION

#### Preparing the Proposal Schedule of Items

##### A General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  1. Electronic bid on the internet.
  2. Electronic bid on a printout with accompanying diskette or CD ROM.
  3. Paper bid under a waiver of the electronic submittal requirements.

- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

- (3) The department will provide bidding information through the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4<sup>th</sup> 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:
  1. Have a properly executed annual bid bond on file with the department.

2. 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://wisconsindot.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 envelop 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.

### **C 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)





**DECEMBER 2000**

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

Instructions for Certification

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

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

## Special Provisions

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## STSP'S Revised January 7, 2022

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 1060-35-82, USH 45, Zoo IC, N Leg Landscaping, Mayfair Road to Burleigh Street, USH 45, Milwaukee 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, 2022 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 (20220107)

#### 2. Scope of Work.

The work under this contract shall consist of planting, seeding, restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

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

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

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

There are numerous existing utility facilities throughout the project limits. These facilities will remain in place without adjustment. No utility relocations are anticipated for this project. Contact Digger's Hotline in order to arrange utility locations. Adjust proposed landscape locations as necessary and with approval of engineer to avoid conflict with existing utility facilities.

##### Contractor Coordination

Provide an individual to serve as the contractor's sole point of contact for field utility coordination and communication for the duration of the project.

Attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input. Subcontractors shall be in attendance at the weekly progress meetings if identified on the two week "look ahead".

Work on this project will require close coordination with Project ID's 1060-33-84 ZOO IC, USH 45 (Swan Blvd to Burleigh Street), Milwaukee County and 1060-34-77 ZOO IC, North Avenue (118th Street to 116th Street), Milwaukee County which will all be under construction concurrently. Plantings are within the same work zones as these other projects and will have to be coordinated to occur after final grading and restoration activities are complete. Separate traffic control may be required. The proposed schedule for these other projects is as follows: Construction of the IH 41 NB lanes will occur in 2022 while NB and SB traffic will be shifted to the existing SB traffic lanes. Construction of the IH 41 SB lanes will occur in 2023 while NB and SB traffic will be shifted to the newly constructed NB traffic lanes. North Avenue will be reconstructed in 2022. The freeway ramps at North Avenue will be closed in 2022 and 2023.

## **Advance Notification**

Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work. Coordinate the locations of messages of portable changeable message sign with the engineer and WisDOT STOC. Notify the engineer of proposed changes for alternate routes and detours and provide a revised signing plan for the review by and approval of the engineer.

## **Underwood Creek Restoration Work Zone Access**

An existing temporary grade crossing at Canadian Pacific Railway (Soo Railroad Company) tracks has been established for the 1060-33-84 ZOO IC, USH 45 (Swan Blvd to Burleigh Street) project which can be used to access the Underwood Creek restoration work zone. This temporary grade crossing is anticipated to remain in place until Fall 2024. After the crossing is removed by the 1060-33-84 project, the only access to the south side of the creek during the Vegetation Establishment Plan period will be to cross the creek from the north side.

## **Interim Completion and Liquidated Damages – Local Road Landscaping: June 1, 2023**

If the contractor fails to complete the work necessary to complete all of the plantings and final restoration on North Avenue, 112<sup>th</sup> Street, 113<sup>th</sup> Street, 114<sup>th</sup> Street and 116<sup>th</sup> Street, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on June 2, 2023. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

## **Interim Completion and Liquidated Damages – Underwood Creek Landscaping: November 15, 2023**

If the contractor fails to complete the work necessary to complete all of the plantings, seeding, erosion control and final restoration along Underwood Creek, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 16, 2023. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

## **Interim Completion and Liquidated Damages – Freeway and Ramp Landscaping: June 1, 2024**

If the contractor fails to complete the work necessary to complete all of the plantings, and final restoration along IH 41/USH 45. W. North Avenue On Ramp SB (Ramp NOC), W. North Avenue Off Ramp EB (Ramp NOG), W. North Avenue On Ramp NB (Ramp NOA), W. North Avenue Off ramp WB (Ramp NOB), the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on June 2, 2024. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

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

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts have been identified within 150 feet of the project limits. 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).

To avoid adverse impacts upon the NLEBs, no Clearing is allowed between April 1 and October 31, both dates inclusive.

If the required Clearing is not completed by March 31, the department will suspend all clearing and associated work directly impacted by Clearing. The department will issue a notice to proceed with Clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).



Submit a schedule and description of Clearing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

#### **4. Lane Rental Fee Assessment.**

##### **A General**

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

##### **B Lane Rental Fee Assessment**

The Lane Rental Fee Assessment incurred for each lane closure, and each ramp closure, per direction of travel, is as follows:

IH 41 Nighttime Lane Closure Extending into Weekday Peak Hours

- 4 lanes to 3 lanes: \$10,000 per lane, per direction of travel, per hour broken into 15 minute increments

IH 41 Nighttime Lane Closure Extending into Weekend Peak Hours

- 4 lanes to 3 lanes: \$6,000 per lane, per direction of travel, per hour broken into 15 minute increments

Local Road Off-Peak Lane/Shoulder Closure Extending into Peak Hours

- \$1,000 per lane, per direction of travel, per hour broken into 15 minute increments

IH 41/ USH 45 Service Ramp Extending into Peak Hours

- \$4,000 per lane, per direction of travel, per hour broken into 15 minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed as specified in standard spec 108.11 or as specified within this contract.

stp-108-070 (20161130)

## 5. Traffic.

*Supplement standard spec 643.3.1 with the following:*

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, Wauwatosa Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of IH 41/ USH 45 with equipment or vehicles.

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

Provide minimum 24-hour advance notification to the engineer for any LCS cancellations (not related to weather).

Do not disturb, remove, or obliterate any traffic control signs, advisory signs, sand barrel array, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

*Replace standard spec 643.3.1.(7) with the following:*

Provide equipment, forces, and materials to promptly restore any traffic control devices or pavement markings damaged or disturbed within 2 hours of being contacted.

SER-643-001 (20211227)

### **General**

Keep IH 41/USH 45, all local roads, and all service ramps open to through traffic at all times for the duration of this project except as noted below and in the Prosecution and Progress article in these special provisions.

### **Residential and Business Property Access**

Maintain access to properties along North Avenue, Center Street, Meineke Avenue, N. 112<sup>th</sup> Street, N. 113<sup>th</sup> Street, N. 116<sup>th</sup> Street and any other local road affected by construction for local residents, businesses, and emergency vehicles. Maintain and keep open the access to all driveways and parking lots.

Keep all private entrances and field entrances accessible at all times, unless written permission is obtained from the property owner 48 hours in advance of closing the access.

### **Pedestrian Access**

Maintain sidewalk at all times except under direction of the engineer. Maintain sidewalk access to all businesses and residences at all times.

Maintain pedestrian movements crossing the construction zone at all intersections at all times, unless otherwise directed by the engineer. At all times, ADAAG accessible pedestrian walkways shall be maintained free from mud, sand, and construction debris.

### **Definitions**

The following definitions apply to this contract for freeway work restrictions:

<b>System Ramps</b>	Freeway to freeway ramps
<b>Service Ramps</b>	Freeway to/from local road ramps
<b>Weekday Peak Hours</b>	
5:30 AM – 7:00 PM	Monday, Tuesday, Wednesday, Thursday
5:30 PM – 11:00 PM	Friday

**Weekend Peak Hours**

8:00 AM – 7:00 PM Saturday  
8:00 AM – 7:00PM Sunday

**Weekday Off-Peak Hours**

7:00 PM – 9:30 PM Monday, Tuesday, Wednesday, Thursday

**Service Ramp Weekday Off-Peak Hours**

9:00 AM – 3:00 PM Monday, Tuesday, Wednesday, Thursday, Friday

**Weekend Off-Peak Hours**

7:00 PM – 11:00 PM Saturday  
7:00 PM – 9:30 PM Sunday

**Nighttime Hours**

9:30 PM – 5:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)  
11:00 PM – 8:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

**Service Ramp Full Closure Hours**

9:00 PM – 6:00 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)  
10:30 PM – 8:30 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

The following definitions apply to this contract for local street closure restrictions:

**Peak Hours**

6:00 AM – 9:00 AM Monday, Tuesday, Wednesday, Thursday, Friday  
3:00 PM – 7:00 PM Monday, Tuesday, Wednesday, Thursday, Friday  
11:00 AM – 8:00 PM Saturday  
1:00 PM – 5:00 PM Sunday

**Off-Peak Hours**

9:00 AM – 3:00 PM Monday, Tuesday, Wednesday, Thursday, Friday  
7:00 PM – 6:00 AM Monday, Tuesday, Wednesday, Thursday  
7:00 PM – 11:00 AM Friday PM to Saturday AM  
8:00 PM – 1:00 PM Saturday PM to Sunday PM  
5:00 PM – 6:00 AM Sunday PM to Monday AM

**Freeway and Ramp Work Restrictions**

Do not close freeway lanes or shoulders and ensure that the freeways are entirely clear for traffic during Weekday Peak Hours, Weekday Off-Peak, Weekend Peak and Weekend Off-Peak Hours. Full freeway closures will not be allowed. Close service ramps only during Service Ramp Full Closure Hours, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures. Single lane closures of multi-lane service ramps, Ramp NOA and NOC, are allowed only during Service Ramp Weekday Off-Peak Hours. No single lane closures will be permitted on single lane service ramps, Ramp MA, Ramp NOB, Ramp NOD, Ramp NOG, Ramp BUB and Ramp BUC, during Weekday Peak Hours, Weekend Peak Hours, Weekday Off-Peak Hours, Service Ramp Weekday Off-Peak Hours, or Weekend Off-Peak Hours.

**Local Road Work Restrictions**

Do not close local street traffic lanes, shoulders or intersections and ensure that the local street traffic lanes are entirely clear for traffic during Peak Hours. One local street traffic lane and/or the shoulder may be closed but maintain at least one local street traffic lane open to traffic, during Off-Peak Hours.

Do not begin or continue any work that closes local street traffic lanes, local street shoulders or intersection outside the allowed time periods specified in this contract. If the contractor fails to open local roadway lanes of traffic and/or intersections to traffic by the specified times, assessments shown in the article Lane Rental Assessment will be placed upon the contractor based on the hourly rental rate that the non-compliant closure occurs. The total assessment to the contractor will be the summation of the separate assessments for each local street traffic lane, local street shoulder and local street intersection closure violation.

**Portable Changeable Message Signs**

Obtain acceptance from the engineer regarding the wording of all messages on portable changeable message signs prior to placing the message.

**Wisconsin Lane Closure System Advance Notification**

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

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

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

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

**6. Holiday and Special Event Work Restrictions.**

Do not perform work nor haul materials of any kind, and entirely clear the traveled way and shoulders of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Wednesday, November 23, 2022 to 6:00 AM Monday, November 28, 2022 for Thanksgiving;
- From noon Friday, December 23, 2022 to 6:00 AM Tuesday, December 27, 2022 for Christmas;
- From noon Friday, December 30, 2022 to 6:00 AM Tuesday, January 3, 2023 for New Year’s Day;
- From noon Friday, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Monday, July 3, 2023 to 6:00 AM Wednesday July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day;
- From noon Wednesday, November 22, 2023 to 6:00 AM Monday, November 27, 2023 for Thanksgiving;
- From noon Friday, December 22, 2023 to 6:00 AM Tuesday, December 26, 2023 for Christmas;
- From noon Friday, December 29, 2023 to 6:00 AM Tuesday, January 2, 2024 for New Year’s Day;
- From noon Friday, May 24, 2024 to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Wednesday, July 3, 2024 to 6:00 AM Friday July 5, 2024 for Independence Day;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day;
- From noon Wednesday, November 27, 2024 to 6:00 AM Monday, December 2, 2024 for Thanksgiving;
- From noon Monday, December 23, 2024 to 6:00 AM Thursday, December 26, 2024 for Christmas;
- From noon Monday, December 30, 2024 to 6:00 AM Thursday, January 2, 2025 for New Year’s Day;
- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;

- From noon Thursday, July 3, 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;
- From noon Wednesday, November 26, 2025 to 6:00 AM Monday, December 1, 2025 for Thanksgiving;
- From noon Tuesday, December 23, 2025 to 6:00 AM Friday, December 26, 2025 for Christmas;
- From noon Tuesday, December 30, 2025 to 6:00 AM Friday, January 2, 2026 for New Year's Day;
- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day;
- From noon Thursday, July 2, 2026 to 6:00 AM Monday July 6, 2026 for Independence Day;
- From noon Friday, September 4, 2026 to 6:00 AM Tuesday, September 8, 2026 for Labor Day.

#### **Freeway Special Event Restrictions**

- During Summer Fest: Until one hour after the event closes each night;
- During Wisconsin State Fair: Until one hour after the event closes each night;
- On days with a Milwaukee Brewer home game at American Family Field: Until four hours after the event begins. IH 41 restrictions during other special events at American Family Field will be determined on an as needed basis as determined by the engineer.

stp-107-005 (20210113)

## **7. Utilities.**

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

stp-107-065 (20080501)

All utilities within the construction limits of Project 1060-35-82 were coordinated under Project 1060-33-84. There are no other known utility conflicts within the construction limits.

The department has determined that the scope of work for this project will not impact, interfere or conflict with existing utilities within the project limits. Notify the engineer of any potential utility conflicts. Coordinate with the engineer to adjust plans as needed to avoid any unanticipated utility conflicts.

The following utility owners have facilities within the construction limits; no conflicts anticipated:

- **AT&T Local Network - Communications**
- **AT&T Wisconsin - Communications**
- **Everstream - Communications**
- **Level 3 Communications - Communications**
- **Milwaukee Metropolitan Sewerage District - Sewer**
- **Spectrum - Communications**
- **Sprint Communications LLC - Communications**
- **Verizon Business - Communications**
- **Wauwatosa, City of – Communications**
- **Wauwatosa, City of – Lighting**
- **Wauwatosa, City of – Sewer**
- **Wauwatosa, City of - Signals**
- **Wauwatosa Water Utility**
- **We Energies – Electric**
- **We Energies – Gas**
- **WIN Technology - Communications**
- **WisDOT – Communications/FTMS**
- **WisDOT – Lighting**
- **WisDOT – Signals**

## 8. Other Contracts.

Coordinate your work according to standard spec 105.5.

It is expected that routine maintenance by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

Contract ID 1060-33-84, Zoo IC, USH 45, Swan Blvd to Burleigh Street reconstruction. The WisDOT contact is Sean Race at (414) 750-2380; [sean.race@dot.wi.gov](mailto:sean.race@dot.wi.gov).

Contract ID 1100-20-70 Zoo Freeway, IH 41, Burleigh Street to Capitol Drive. The WisDOT contact is Joe Gallamore at 262-548-5601; [joe.gallamore@dot.wi.gov](mailto:joe.gallamore@dot.wi.gov).

Contract ID 1100-20-71 Zoo Freeway, IH 41, Capitol Drive to Silver Spring Drive. The WisDOT contact is Joe Gallamore at 262-548-5601; [joe.gallamore@dot.wi.gov](mailto:joe.gallamore@dot.wi.gov).

## 9. 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) 330-4555; E-mail: [brian\\_osborne@cpr.ca](mailto:brian_osborne@cpr.ca).

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail [jason.kazmierski@dot.wi.gov](mailto:jason.kazmierski@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 1060-35-82
- Project Location: Wauwatosa, Wisconsin
- Route Name: US 45 Zoo Fwy, Milwaukee County
- Crossing ID: 390506M
- Railroad Subdivision: Watertown Subdivision
- Railroad Milepost: 0092.800
- Work Performed: Seeding

#### A.2 Train Operation

Approximately 2 passenger trains and 21 through freight trains operate daily through the construction site. Passenger trains operate at up to 55 mph. Through freight trains operate at up to 55 mph. No switching movements.

#### 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) 330-4555; E-mail [brian\\_osborne@cpr.ca](mailto:brian_osborne@cpr.ca) or David Palmpag, Supervisor of Public Projects, Telephone (612) 562-1975; E-mail [david\\_palmpag@cpr.ca](mailto:david_palmpag@cpr.ca) 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**

Gretta Lynn, Supervisor of Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4532; E-mail [gretta\\_lynn@cpr.ca](mailto:gretta_lynn@cpr.ca) 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 (CP) prior to letting for flagman work hour availability.

## **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact CP 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 (CP) 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. None.

## **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.

stp-107-026 (20220107)

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

There are wetlands within the right-of-way, however, impacts are not anticipated based on the proposed slope intercepts. Therefore, the department has not requested or obtained a U.S. Army Corps of Engineers 404 Permit for this project.

Methods of operations, including preparatory work, staging, site clean-up, storing materials, or causing impacts to wetlands or waters are not permitted. If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a U.S. Army Corps of Engineers Section 404 Permit is required. If a Section 404 Permit is necessary, obtain the permit prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the permit. The contractor must be aware that the Corps of Engineers may not grant the permit request.

Required terms and conditions for general permits are available on the USACE's website:

<https://www.mvp.usace.army.mil/Missions/Regulatory.aspx>

stp-107-054 (20210708)

## **11. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.**

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Sean Race at (414) 750-2380. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

## 12. Erosion Control.

*Supplement standard spec 107.20 with the following:*

Erosion control best management practices (BMP's) 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. 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 topsoil, 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 Kristina Betzold, (414) 263-8517, [kristina.betzold@wisconsin.gov](mailto:kristina.betzold@wisconsin.gov). Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

### **Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations**

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

### **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](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.



## **Maintaining Drainage**

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

SER-107-003 (20161220)

## **13. 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 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

## **14. Traffic Meetings and Traffic Control Scheduling.**

Every Wednesday by 10:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Meet with the engineer between 11:00 - 11:30 AM on Wednesdays at the project field office to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 11:00 AM meeting.

Every Wednesday at 2:00 PM, or as scheduled by the engineer, attend a weekly traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

sef-643-040 (20150319)

## **15. Project Site Air Quality.**

Because fine particulate matter levels for Milwaukee, Racine and Kenosha Counties are typically close to PM2.5 limits and the project is in a non-attainment area for the federal 8-hour ozone standard, contributions from construction activities can have a major impact well beyond the project limits. Take practical measures to mitigate the impact of operating construction equipment on the air quality in and around the project site.

Voluntarily establishing the staging zones for trucks waiting to load and unload is encouraged by the department. Locate staging zones where idling of diesel-powered equipment will have minimal impact on abutting properties and the general public. The department will make signs available to help identify these zones. Have truckers queue up in these zones whenever it is practical. The department further encourages drivers to shut down diesel trucks as soon as it appears likely that they will be queued up from more than ten minutes. Notify employees and sub-contractors about fueling and engine idling.

## Portable Concrete Crusher Plants

Portable concrete crusher plants may need a NR 440 Concrete Crusher Plant Air Permit for air emissions. Please contact Wisconsin Department of Natural Resources to request additional information and permit application materials. Complete permit applications may take 3 months to process.

sef-999-039 (20160929)

## 16. Topsoil.

*Add the following to standard spec 625.2:*

- (3) Furnish material that is free from clods, roots, sticks, weeds, brush, gravel, stones, litter, waste products, and other inert material.
- (4) Do not use surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds, including quack grass, cattail, buckthorn, thistle, garlic mustard, reed canary grass, and other invasive, non-native vegetation and seed. Ensure that the material conforms to the following:

Topsoil Requirements	Minimum Range	Maximum Range
pH	6.0	8.0
Organic Matter*	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand & Gravel	10%	70%

\*Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

*Replace standard spec 625.2.2 (3) with the following:*

- (3) Ensure that for the upper 2 inches, 100 percent of the material passes a 1-inch sieve and at least 90 percent passes the No. 10 sieve.

## 17. Planting.

*Replace standard spec 632.3.7(3) with the following:*

- (3) Unless specified otherwise, backfill the plant hole with topsoil composed of 6 parts soil to one part compost by volume. Place this soil compost mixture in layers around the roots or ball. Remove the burlap and other wrapping materials from the top one-half of B&B plants. Once approximately 2/3 of the plant hole is backfilled, fill the hole with water and allow the soil to settle around the roots. After the water is absorbed bring any settlement to grade with the topsoil.

## 18. Furnishing Plant Materials.

*Amend standard spec 632.2.2.1 to include the following:*

All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January 2012.

*Amend standard spec 632.2.2.9.1 to include the following:*

Plugs shall not be held on site more than 48 hours prior to planting.

**19. Digging, Handling, and Packing Plant Stock.**

*Amend standard spec 632.2.2.9.1 to include the following:*

Plant materials specified for Fall planting, that require Spring digging, shall be reserved by the contractor in advance of the project to allow plant installation in conformance with the project schedule.

Spring dug plants shall be placed in a holding area where the root ball shall be covered to the existing soil line with hardwood bark mulch or a material approved by the Landscape Architect. Holding area shall allow for watering and protection from wind and sun. All plants in leaf shall be sprayed with an anti-descant in conformance with standard spec 632.2. Plants may be held by either the contractor or supplier.

**20. Landscape Planting Surveillance and Care Cycles.**

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$1000 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

stp-632-005 (20070510)

**21. Traffic Control Interim Lane Closure, Item 643.4100.S.**

**A Description**

This special provision describes closing a freeway/expressway traffic lane.

**B (Vacant)**

**C Construction**

Install and reposition traffic control devices as required to close a traffic lane. Remove and return the devices to their previous configuration when the closure is no longer required.

**D Measurement**

The department will measure Traffic Control Interim Lane Closure as each individual reposition/return cycle, acceptably completed. The department will not measure additional moves or configuration changes as might be required solely to accommodate the contractor's operations.

The department will measure the closures by traffic lane and roadway. The department will not measure multiple closures in the same traffic lane on a project.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
643.4100.S	Traffic Control Interim Lane Closure	EACH

Payment is full compensation for closing and re-opening the affected traffic lane.

stp-643-030 (20170615)

**22. Traffic Control Local Road Lane Closures, Item SPV.0060.0916.**

**A Description**

This special provision describes closing and re-opening a local road lane or lanes, including full closure conforming to standard spec 643, the plans, and as directed by the engineer.

**B (Vacant)**

**C Construction**

Install or reposition traffic control devices required for closing a local road or lanes of a local road. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

**D Measurement**

The department will measure Traffic Control Local Road Lane Closures by each individual closure, 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.0060.0916	Traffic Control Local Road Lane Closures	EACH

Payment is full compensation for closing and re-opening a local road lane or lanes.

sef-643-035 (20171004)

**23. Plugs CG #2.5, Item SPV.0060.6010.**

**A Description**

This special provision describes furnishing and planting perennial plant plugs of the species, varieties and sizes specified, according to standard spec 632, as modified in the article Furnishing and Planting Plant Materials, and as hereinafter provided.

**B Materials**

Provide plants of the specific species, variety, size, color and other characteristics as defined in C Construction. Prior written approval of the engineer is required for any substitution.

Plant material shall be either vegetative plugs 2 1/2" diameter x 2 1/2" deep x 3" plant height cut from a known source, or container grown in plastic "cell packs" or trays with individual containers a minimum of 2 1/2" x 2 1/2" x 2 1/2" deep, 3" plant height.

**C Construction**

Prepare planting area prior to planting by spot weeding undesirable plants and mowing vegetation, including cover crop, to a height of 6" minimum of one week after spot weeding. Mowed stalks or leaf pieces shall be no larger than 12" long.

Identify and mark areas that have bare spots, where have not been established by seed, two weeks after vegetation has been cut. Upon approval by the engineer, install randomly mixed plants 5' on center. Plant species consist of Butterfly Weed 7%, Common Milkweed 9%, New England Aster 6%, Rough Blazingstar 6%, Showy Goldenrod 9%, Wild White Indigo 6%, Pale Purple Coneflower 9%, Showy Tick Trefoil 6%, Purple Prairie Clover 6%, Wild Lupine 6%, Showy Blazingstar 6%, Leadplant 6%, Wholred milkweed 6%, Smooth Blue Aster 6% and Bergamot 6%. Excavate holes twice the diameter and 1" deeper than depth of the plug or container, backfill with Planting Mix.

Thoroughly water-in plants to eliminate all air pockets in backfill.

Plant all perennials between April 15 and June 15 unless directed otherwise by the engineer. Space plants 5' on center unless directed by the engineer to modify spacing.

Water plants as in standard spec 632.3.19.1 (2) for plant establishment. After planting, proper care includes watering cutting and weed control. A second mowing to 6" is required for weed control during the first year. This second mowing shall occur during the last week of July to the first week of August.

Landscape Planting Surveillance and Care as specified in standard spec 632.3.19.1 for Plugs CG #2.5 after planting shall be paid for under the Landscape Planting Surveillance and Care Cycles item.

Plant plugs in prepared planting pits that are a minimum of 6" deep and backfilled with Planting Mixture (632.2.3.4). Incorporate timed-release fertilizer thoroughly into the top 3" inches of planting soil at the manufacturers recommended rate. Use a fertilizer conforming to the following minimum requirements:

Nitrogen.....14%  
 Phosphoric Acid.....14%  
 Potash.....14%

Contractor shall remove and dispose of all excess material from site.

**D Measurement**

The department will measure Plugs CG #2.5 by each unit in place, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.6010	Plugs Cont #2.5	EACH

Payment is full compensation for furnishing all materials, storing plants, excavation, water; incidentals for the planting of perennial plugs (container grown) accepted and in place.

**24. Watering Bag, Item SPV.0060.6011.**

**A Description**

This special provision describes furnishing and installation of slow-release watering bags on deciduous trees and their removal at the end of each growing season.

**B Materials**

Watering bags shall be UV stabilized polyethylene, polypropylene or polyvinyl chloride with nylon zippers for installation.

Bag capacity shall be a minimum of 20 gallons. There shall be two to four water release openings on the bottom of each bag. Water release rate shall be 20 gallons per 5 to 9 hours.

Bag height shall be approximately 2 times the base width.

Bags shall be filled with water as per 632.3.19.1(2) unless directed differently by the engineer. Watering is considered proper care after planting and is incidental to the planting.

At the beginning of each growing season covered by the Landscape Planting Surveillance and Care Cycles standard bid item, install new bags prior to May 15 but after ground is unfrozen. At the end of each growing season covered by the Landscape Planting Surveillance and Care Cycles standard bid item, remove and dispose of bags after October 15 but prior to freezing.

**C Construction**

Install watering bag per manufacturer's recommendations.

**D Measurement**

The department will measure Watering Bag 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
SPV.0060.6011	Watering Bag	EACH

Payment is full compensation for the installation and removal of Watering Bag, as required per manufacturer's instructions.

## **25. Vegetation Establishment Plan Underwood Creek, Item SPV.0060.6015.**

### **A Description**

This special provision describes creating and submitting a Vegetation Establishment Plan for the seeding and planting areas adjacent to Underwood Creek and monitoring the Underwood Creek site per the Vegetation Establishment Plan during the required monitoring period and performing all work outlined in the Vegetation Establishment Plan and required under this special provision.

#### **A.1 Vegetation Establishment Plan**

The contractor shall submit the Vegetation Establishment Plan for areas adjacent to Underwood Creek to the engineer at least 21 days prior to November 15, 2023. The Vegetation Establishment Plan shall include provisions for irrigation, root ball, cane and canopy maintenance and weed control as needed to achieve the following planting guarantees:

- (1) The contractor shall furnish a signed written warranty agreeing to repair or replace work which has failed as a result of defects in materials or workmanship a one-year period following seed installation. When notified within the warranty period of such defects, the contractor shall make necessary repairs or replacements as directed by the engineer.
- (2) Seeded areas shall be warranted to have a minimum of 80 percent vegetation cover at the end of the second full growing season. A minimum of 50 percent native species cover is required by the end of the second year after initial planting. A minimum of 75 percent native species cover is required by the end of the third year after initial planting.
- (3) The contractor shall furnish a signed written guarantee to replace plant materials which have failed within a two-year period following substantial completion of the contract. When notified within the guarantee period of such defects, the contractor shall make necessary replacements as directed by the engineer. Any replanting under the guarantee shall take place only during approved planting periods.
- (4) A surviving Containerized Plant is one that is considered alive, vigorous, and healthy. Dead plants shall be replaced with plants of the same species, quality and size as originally installed, or with substitutes as approved by the engineer. Plants shall be furnished and replaced per standard spec 632. Inspection and assessment of plant health shall be made by the contractor and approved by the engineer on a monthly basis during each growing season within the guarantee period. Any plant replacements under the guarantee shall be replanted only during planting periods in standard spec 632. Replace plants that die during a season unfavorable for planting during the first month of the next favorable planting season.
- (5) All Containerized Plant replacements shall be alive and in vigorous condition two years after the date of written acceptance of replacement by the engineer. Cost of replanting shall be borne by the contractor except for possible mortality resulting from: (1) loss or damage due to hostile occupancy of project in any part; (2) vandalism; or (3) acts of negligence on part of others.

All repairs under this work shall be made to the original item specification and plan requirements unless authorized by the engineer.

The following restrictions apply to all Vegetation Establishment and should be incorporated into the required Vegetation Establishment Plan:

- (1) Supply and handling of materials and non-native species management must comply with the guidance provided in Wisconsin Natural Resource Code 40 (Chapter NR 40) – Invasive Species Identification, Classification and Control
- (2) Establishment operations shall be performed by hand with limited use of mechanized equipment. Chain saws, brush cutters and other hand-operated equipment, as approved by the engineer, are acceptable. Motor vehicle use of any kind is prohibited within the Underwood Creek floodplain or slide slopes for access or for establishment maintenance purposes following planting and seeding operations.
- (3) Vegetation Establishment Plan should include management techniques, equipment and supplies to be utilized, chemical application rates, and a detailed monthly schedule of operations required to maintain the seeded and plated areas and to control non-native species included, but not limited to Canada thistle, teasel, garlic mustard, purple loosestrife, reed canary grass, giant reed grass, common buckthorn, glossy buckthorn, bush honeysuckle and spotted knapweed.

- (4) Vegetation Establishment Plan shall be based on the planting and seeding plan in the area adjacent to Underwood Creek associated with this project.

Following the approval of the Vegetation Establishment Plan, the contractor shall begin site monitoring and corrective action to assure establishment of site vegetation immediately and continue to 1,095 days (3 years) after the substantial completion date.

## **B Materials**

## **C Construction**

### **C.1 Operations**

Vegetation establishment operations in areas adjacent to Underwood Creek shall consist of the following:

- (1) Maintenance logs of the required seed and Containerized Plants to be completed by a third-party consultant contracted separately by the department.
- (2) Annual vegetation establishment activities and site condition report to be completed by a third-party consultant contracted separately by the department.
- (3) Vegetative control of injuries, disease, dead materials, removal of undesirable plant species and mowing.
- (4) Erosion repairs.
- (5) Maintenance of vigorous growth of the required seed and planted areas.

### **C.2 Maintenance Logs**

Following the installation of seed and Containerized Plants in the areas adjacent to Underwood Creek, a third-party consultant contracted separately by the department contractor shall keep establishment maintenance logs. The contractor shall coordinate with this third-party consultant to ensure that these logs are kept up to date and that any corrective action identified in the logs are completed on a monthly basis. These logs shall be supplied to the engineer monthly and upon request. The logs shall document the condition of the required seeding and planting areas monthly for the first growing season after installation and no less than monthly increments every growing season after for the remainder of the establishment maintenance period (1,095). The condition of the following minimum elements shall be documented: vegetation cover and condition, non-desirable invasive species growth, erosion and bare areas, general condition of topsoil, and damage by others.

### **C.3 After Storm Inspections and Reporting**

Within three days after every storm event over 0.5 inches of rainfall within the watershed or within 24 hours of contact by the engineer, a third party consultant shall inspect the seeded and planted areas adjacent to Underwood Creek for any damage or foreign materials. These inspections shall continue for a period of three years from the time of installation. These items will be document as to location, priority or repair, and estimate cost of repair or removal. The documentation for this task shall be in the form of a written report to the engineer. The engineer will determine the extent of the repairs to be performed. The contractor shall be responsible for making any repairs identified by the engineer within 72 hours.

### **C.4 Annual Maintenance and Site Condition Report**

The annual maintenance and Underwood Creek site condition report will be prepared by the third party consultant, and shall include an assessment of the site condition based on the previous year's condition as follows:

- (1) A summary of establishment maintenance logs.
- (2) Copies of the establishment maintenance logs as an appendix.
- (3) Summary of vegetation control measures with schedule of operations for the contract.
- (4) Summary of removal of undesirable plant species.
- (5) Summary of correspondence for the reporting period.
- (6) Summary of contract changes.
- (7) A detailed discussion of proposed work required for the next reporting period. The contractor shall work with the third-party consultant to ensure that each annual report is complete and provide an additional information as requested by the third-party consultant.

**C.5 Vegetation Control of Undesirable Plant Species**

Vegetation control of undesirable plant species shall be performed throughout all planting and seeding zones. Noxious weeds and other invasive species, including but not limited to Canada thistle, teasel, garlic mustard, purple loosestrife, reed canary grass, giant reed grass, common buckthorn and glossy buckthorn shall be controlled by appropriate means, including application of herbicides and hand pulling.

Not more than 5 percent of vegetation cover of any of these species shall be present in the seeded and planted areas after two years following the initial seeding and planting and at the termination of the maintenance period.

**C.6 Erosion and Surface Repairs**

Washed out areas shall be filled with topsoil, seeded, and original Fabric for Watercourse reinstalled within 24 hours of damage occurring for a period of 3 years from installation. Repairs due to damage because of insufficient vegetation coverage or inappropriate or inadequate maintenance shall be repaired.

**C.7 Erosion and Surface Repairs**

Washed out areas shall be filled with topsoil, seeded, and original Fabric for Watercourse reinstalled within 24 hours of damage occurring for a period of 3 years from installation. Repairs due to damage because of insufficient vegetation coverage or inappropriate or inadequate maintenance shall be repaired.

**C.8 Vegetation Establishment Maintenance Contractor Qualifications**

The Vegetation Establishment Maintenance Contractor must be certified in the State of Wisconsin as a Commercial Applicator for High with proficiency in application of appropriate aquatic and right-of-way herbicides and/or pesticides to successfully employ the necessary Vegetation Establishment maintenance.

**C.9 Pruning Installed Trees**

Upon completion of the work, prune and repair injuries to all installed trees at no cost to the Government. Limit the amount of pruning to minimum necessary to remove dead or injured twigs and branches. Prune in such a manner as to not change the natural habitat or shape of the plant. Make cuts flush, leaving no stubs. On all cuts over 3/4-inch in diameter and bruises or scars on the bark, trace the injured cambium back to living tissue and remove. Smooth and shape wounds so as not to retain water. Coat wounds on hardwoods (deciduous tree) with tree paint.

**D Measurement**

The department will measure Vegetation Establishment Plan by completing all work and submittals each month of the plan, 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.0060.6015	Vegetation Establishment Plan	EACH

Payment is full compensation for submitting the Vegetation Establishment Plan, completing monthly work detailed in Vegetation Establishment Plan, coordinating with the third-party consultant to ensure that monthly maintenance logs are completed, making any repairs in the after storm reports as determined by the engineer within 72 hours coordinating with the third-party consultant to ensure that annual maintenance and site condition reports are completed, controlling undesirable plants, repairing erosion control and surface areas washed out during storm events, and pruning installed trees.

**26. Pavement Cleanup Project 1060-35-82, Item SPV.0075.0001.**

**A Description**

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.



## **B Materials**

### **B.1 Pavement Cleanup**

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

## **C Construction**

### **C.1 Surveillance**

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

### **C.2 Pavement Cleanup**

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP).

Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- W. North Avenue (Mayfair Avenue to 116<sup>th</sup> Street)
- N. 112<sup>th</sup> Street (W. Meinecke Avenue to W. Center Street)
- N. 113<sup>th</sup> Street (W. North Avenue to W. Center Street)
- N. 114<sup>th</sup> Street (W. Garfield Avenue to W. North Avenue)
- N. 116<sup>th</sup> Street (W. Garfield Avenue to W. Meinecke Avenue)
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

## **D Measurement**

The department will measure Pavement Cleanup Project 1060-35-82 by the hour, acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.0001	Pavement Cleanup Project 1060-35-82	EACH

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

sef-104-006 (20170323)

## 27. Seeding Mixture Prairie Mix, Item SPV.0085.6001.

### A Description

This special provision describes providing Seeding Mixture Prairie Mix, preparing seedbeds and applying seed mixture.

### B Materials

Furnish Seeding Mixture Prairie Mix conforming to standard spec 630 except as follows:

- (1) A seed delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.
- (2) Furnish a written list of the proposed sources of seed for approval by the engineer at least 30 days prior to material delivery. Such lists may not be added to or altered without approval from the engineer.
- (3) Substitutions of seed materials will not be permitted unless approved in writing by the engineer. Upon submission of proof that the specified seed is not obtainable, the engineer may approve use of seed with the nearest equivalent size or variety having the same essential characteristics.
- (4) All seed materials, shipments and deliveries shall comply with Wisconsin and federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A Certificate of Inspection, or a copy thereof, for injurious insects, plant diseases, and other plant pests shall accompany each shipment or delivery of seed material. The certificate shall bear the name and address of the source of the seeds.
- (5) All seeds provided in this mix shall be from within 250 miles of the project location. The following supplier has confirmed that they would be able to supply Seeding Mixture Wet Mesic Woodland Mix:

Taylor Creek Restoration Nurseries  
17921 W. Smith Road  
P.O. Box 256  
Brodhead, WI 53520  
(608) 897-8641  
[taylorcreek@res.us](mailto:taylorcreek@res.us)

Using another supplier is acceptable provided their seed mix meets the mixture details in Table 1.

- (6) All seeds shall be guaranteed to be Pure Live Seeds and true to name. Seeding rates are presented assuming a minimum of 95% Pure Live Seeds. Actual seed rates with lower percent Pure Live Seeds are to be adjusted to meet project seed rates.
- (7) All seeds shall be delivered to the job in the dealer's original sealed bags and labeled according to USDA Rules and Regulations under the current Federal Seed Act. Each species shall be packaged separately. All seed mixing shall occur on-site at the time of seeding. Seed shall be the kind named, harvested in the season immediately preceding the planting time and free of weed seeds to the limits allowable under the Federal Seed Act and applicable Wisconsin State seed laws.
- (8) The following information shall be supplied to the engineer upon delivery of seed:
  - Common name, genus, species, and subspecies (when applicable).
  - Germination rate and purity of each species in seed mix.
  - Total percentage by weight of other seeds.

- Weight of Pure Live Seed of each species in each seed mix.
  - Total delivered weight, in pounds, of each species in each seed mix.
  - Location of origin of each species of seed used in mixes.
  - Name and address of the seed supplier.
- (9) The mixture shall be composed of the seed types at the seeding rate of pure live seeds as detailed in Table 1.

**TABLE 1**

<b>Scientific Name</b>	<b>Common Name</b>	<b>Seeding Rate Pure Live Seeds (lbs/Acre)</b>
<b>Native Grasses</b>		
<i>Bouteloua curtipendula</i>	Sideoats grama	4
<i>Elymus canadensis</i>	Canada wild rye	3
<i>Panicum virgatum</i>	Switchgrass	3
<i>Schizachrium scoparium</i>	Little bluestem	3
<i>Sorghastrum nutans</i>	Indiangrass	1
<b>Native Forbs</b>		
<i>Echinacea purpurea</i>	purple coneflower	0.5
<i>Heliopsis helianthoides</i>	oxeye sunflower	0.5
<i>Monarda fistulosa</i>	bergamot	0.5
<i>Ratibida pinnata</i>	yellow coneflower	0.5
<i>Rudbeckia hirta</i>	black-eyed Susan	0.5
<i>Chamaecrista fasciculata</i>	Partridge pea	0.5
<i>Solidago rigida</i>	Stiff goldenrod	0.5
<i>Vernonia fasciculata</i>	Ironweed	0.5
<b>Cover Crop</b>		
<u>Spring Seeding</u>		
<i>Lolium multiflorum</i>	Annual rye	20
<i>Avena sativa</i>	Seed oats	10
<b>OR</b>		
<u>Fall Seeding</u>		
<i>Secale cereale</i>	Winter rye	30

Note: Seeding rate is 48 lbs per acre or 1.1 lbs Pure Live Seeds per 1,000 square feet.

**C Construction**

Install Seeding Mixture Prairie Mix conforming to standard spec 630 except as follows:

- (1) Remove any non-topsoil material to a depth of 6-inches and backfill with topsoil. To prepare the seedbed prior to seed application, loosen topsoil to a depth of 3 inches until soil attains a well-mixed, light, fluffed up condition, free of large clods and clumps of vegetative material. Rake or drag area until surface is thoroughly settled with a firm surface.
- (2) Seeding Mixture Prairie Mix shall not be installed until the prepared seed bed is reviewed by the engineer.
- (3) At the time of seeding, seed mix and appropriate specified cover crop for the time of year shall be mixed conforming to the seeding rate of pure live seeds in Table 1. This seeding and cover crop mix shall be well mixed with a carrier of moist sand, sawdust or vermiculite at a rate of 4 parts carrier to 1 part seed by volume, before and during application.

- (4) Seed mixes shall be applied following seedbed preparation by broadcast seeding with hand operated seeding devices approved by the engineer. Areas requiring seeding shall be seeded in two opposite directions to endure even application. Half of the seed shall be applied uniformly to the seeding area in a unidirectional orientation, which the second half of the seed applied in a direction normal to the first pass.
- (5) Following application of seed mix, seed shall be hand raked into seedbed and covered with mulch. Mulch for seeding areas shall consist of threshed straw of oats, wheat or rye, free from seed of noxious weeds. Average stalk length shall be 4-inches, applied by hand to a depth of between 1 to 2 inches. Mulch is incidental to Seeding Mixture Prairie Mix item.
- (6) No construction traffic, except for maintenance, will be allowed over a seeded area once the see and erosion control measures have been completed. Foot traffic shall be minimized and workers shall travel along completed banks only in designated areas. Any damage to seed shall be repaired and re-seeded.
- (7) The contractor shall furnish a signed written warranty agreeing to repair or replace work which has failed as a result of defects in Seeding Mixture Prairie Mix for a one-year period following seed installation. When notified within the warranty period of such defects, the contractor shall make necessary repairs or replacements as directed by the engineer.
- (8) Seeded areas shall be warranted to have a minimum of 80 percent vegetation cover at the end of the second full growing season. A minimum of 50 percent native species cover is required by the end of the second year post-construction. A minimum of 75 percent native species cover is required by the end of the fifth year post-construction, extending into the seventh year post-construction.

**D Measurement**

The department will measure Seeding Mixture Prairie Mix by the pound, acceptably completed, measured based on net weights of seed shipments or weighed on department-approved scales the contractor furnishes. The department will deduct quantities wasted or not actually incorporated in the work according to the contract.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.6001	Seeding Mixture Prairie Mix	LB

Payment is full compensation for purchasing seeds, storing seeds, preparing seedbed, mixing seed mixture on-site at time of seeding, mixing seed mixture with carrier, applying seed mixture, raking seed mixture into seedbed, and covering seeded area with mulch.

**28. Coir Log, Item SPV.0090.6001.**

**A Description**

This special provision describes furnishing and installing streambank coir logs as shown on the plans and as directed by the engineer, along with any incidental anchoring, grading or shaping associated with this work.

**B Materials**

Furnish streambank fiber logs made of a coconut fiber roll and consisting of 100% organic material. The diameter of the log shall be 16 inches and have a minimum density of 7 lb/ft<sup>3</sup>. Known manufacturers of material that meet this criterial are GEI Works, RoLanka, Bon Terra and Bestman Green.

Wood stakes to secure fiber rolls to bank shall be ACQ 0.4 treated lumber approximately 2" by 2" square and 3 feet long, or as described by the manufacturer. Stakes shall have a notch a minimum of 2" below top of stake and approximately 1/2" deep to secure tie down to stake.

Tie downs to secure fiber rolls bank shall be coir or jute fiber, as described by the manufacturer, or as approved by the engineer.

### **C Construction**

Prior to installation the contractor shall provide the engineer with one full set of manufacturer's literature and recommended installation procedure. Installation shall be according to the procedure recommended by the manufacturer unless otherwise specified in the contract, as directed by the engineer, or as described below.

Excavate trench to place fiber roll as necessary. Where required, place erosion mat, prior to fiber roll installation.

Place fiber rolls end-to-end parallel to the shoreline or streambank as shown on the plans and details. Lace adjoining fiber rolls together with jute cord firmly tying them together by weaving the cord in and out of the mesh that encases the fiber rolls. Use a minimum of five knots and 10 stitches per attachment. Lace three to five sections of fiber roll together before they are placed in the water and staked, always keeping the working end out of the water until the next section or two are laced on. After the fiber rolls are laced together, place on edge of channel as shown in the details so that approximately three inches of the roll lies below finished stream bed grade.

Installation of plantings and erosion mat are covered under separate provisions.

### **D Measurement**

The department will measure Coir Log by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.6001	Coir Log	LF

Payment is full compensation for placing and anchoring the fiber roll, including lacing and staking the fiber roll. The contract price shall be payment in full for excavation and preparation of the bed, including backfilling and disposal of surplus material; for furnishing and placing the fiber roll, and for restoring the site of the work

**ADDITIONAL SPECIAL PROVISION 4**

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

**Payment to First-Tier Subcontractors**

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

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

**Payment to Lower-Tier Subcontractors**

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

**Additional Special Provision 6**  
**ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

**415.3.16 Tolerance in Pavement Thickness**

*Replace the entire text with the following effective with the November 2021 letting:*

**415.3.16.1 General**

- (1) Construct the plan thickness or thicker. The department will accept pavement thickness based on the results of department-performed acceptance testing conforming to:

Magnetic Pulse Induction .....	CMM 870: ASTM E3209 WTM
Probing.....	CMM 870: WTP C-002
Preplacement Measurement .....	CMM 870: WTP C-003

**415.3.16.2 Pavement Units**

**415.3.16.2.1 Basic Units**

- (1) Basic unit is defined as a slip formed, single lane, with a minimum lane width of 10 feet, measured, from the pavement edge to the adjacent longitudinal joint; from one longitudinal joint to the next; or between pavement edges if there is no longitudinal joint.

**415.3.16.2.2 Special Units**

- (2) Establish special units for areas of fillets, intersections, gaps, gores, shoulders, ramps, pavement lanes less than 10 feet wide and other areas not included in basic units.

**415.3.16.3 Test Plate Locations**

- (1) Place department-furnished test plates. Within 5 business days after paving, enter the sequential number and associated position data into MRS available at:

<http://www.atwoodsystems.com/>

- (2) Contractor will maintain plate location markings for 10 business days after paving.

**415.3.16.4 Acceptance Testing**

**415.3.16.4.1 Basic Units**

**415.3.16.4.1.2 Magnetic Pulse Induction**

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:
- The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
  - The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
  - The contractor shall perform coring according to AASHTO T24. The department will evaluate the results according to AASHTO T148
  - The contractor shall fill core holes with concrete or mortar.

**415.3.16.4.2 Special Units**

**415.3.16.4.2.1 Magnetic Pulse Induction**

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the department will measure the second plate in that unit. If both plates are required to be measured, then all six thickness measurements will be averaged for that unit. If the average of the six measurements is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable.

**415.3.16.4.2.2 Probing**

- (1) The department will measure slip form special units during concrete placement. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will probe 2 random locations within the special unit. The average of the two readings will be the reported measurement for the special unit.

**415.3.16.4.2.3 Preplacement Measurement**

- (1) The department will measure non-slip form special units before concrete placement.
- (2) Thickness corrections will be made to a conforming thickness by reshaping the base aggregate before the pavement is placed.

**415.5.2 Adjusting Pay for Thickness**

Replace the entire text with the following effective with the November 2021 letting:

- (1) The department will adjust pay for pavement thickness under the Nonconforming Thickness Concrete Pavement administrative item as follows:

FOR PAVEMENT THINNER THAN PLAN THICKNESS BY:	PERCENT OF THE CONTRACT UNIT PRICE
> 1/4 inch but <= 1/2 inch	80
> 1/2 inch but <= 3/4 inch	60
> 3/4 inch but <= 1 inch	50

- (2) When pavement of unacceptable final thickness is determined, as specified in 415.3.16.4, the department will direct the contractor to either:
  - 1. Remove and replace unacceptable concrete pavement to the nearest joint with new concrete pavement of conforming thickness. The department will pay once for the area at the full contract price.
  - 2. If the unacceptable pavement is less than 100 LF, the department may allow the concrete to remain in place without payment for the unacceptable area.

**460.2.6 Recovered Asphaltic Binders**

Replace paragraph two with the following effective with the November 2021 letting:

- (2) The contractor may replace virgin binder with recovered binder up to the maximum percentage allowed under 460.2.5 without further testing. When the design percent asphalt binder replaced exceeds the allowable limits in 460.2.5, the contractor must:
  - Document adjustments made to the mix design in the mix design submittal.
  - Submit test results that indicate the mixture's asphaltic binder meets or exceeds the upper and lower temperature grade requirements the bid item designates.
    - If only one recycled asphaltic material source is used, furnish one of the following:
      - Test results from extracted and recovered binder from the resultant mixture.
      - Blending charts that indicate the resultant mixture's high and low temperature PG as an interpolation of the percent binder replaced between the virgin binder's and the recycled asphaltic material source binder's high and low temperature PG.
    - If two or more recycled asphaltic material sources are used, furnish test results from extracted and



recovered binder from the resultant mixture.

**501.2.6 Water**

*Retitle with the following effective with the November 2021 letting:*

**501.2.6 Mixing Water**

**501.2.6.2 Requirements**

*Replace paragraph two with the following effective with the November 2021 letting:*

- (2) Water from other sources must comply with the following:
  - Acidity, maximum of 0.1N NaOH to neutralize 200 mL of water; CMM 870: WTP C-001.....2 mL
  - Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water; CMM 870: WTP C-001 ..... 15 mL
  - Maximum sulphate (SO<sub>4</sub>); CMM 870: WTP C-001 ..... 0.05 percent
  - Maximum chloride; CMM 870: WTP C-001 ..... 0.10 percent
  - Maximum total solids; CMM 870: WTP C-001
    - Organic ..... 0.04 percent
    - Inorganic..... 0.15 percent

**501.3.2.2.2 Supplementary Cementitious Material**

*Replace the entire text with the following effective with the May 2022 letting:*

- (1) Replace 15 to 30 percent by weight of the total cementitious material content with approved SCMs for class I concrete as specified in 715.
- (2) Replace a maximum of 30 percent by weight of the total cementitious material content with approved SCMs for class II and class III concrete as specified in 716.
- (3) Limit Class F fly ash sources not on the APL to maximum 15 percent.
- (4) Minimum SCM content may be waived by the engineer.

**501.3.2.4.2 Air Entrainment**

*Replace paragraph two with the following effective with the November 2021 letting:*

- (2) Test fresh concrete air content according to AASHTO T152 or AASHTO TP118 at the contract-required frequency and as the engineer directs. Test concrete placed by pumping or belting at the point of discharge from the pump line or belt.

**501.3.7.1 Slump**

*Replace paragraph one with the following effective with the November 2021 letting:*

- (1) Use a 1-inch to 4-inch slump for concrete used in structures or placed in forms, except as follows:
  - Do not exceed a slump of 2 inches for grade E concrete.
  - Increase slump as specified in 502.3.5.3 for concrete placed underwater.
  - If BTS approves a concrete mixture using a superplasticizer, the contractor may increase slump for that mixture to a maximum of 9 inches without exceeding the maximum mix water allowed for that grade.

**531.5 Payment**

*Replace paragraph two with the following effective with the November 2021 letting:*

- (2) Payment for Concrete Masonry Ancillary Structures Type NS is full compensation for providing concrete for non-standard sign structure foundations; and for anchor rod assemblies. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

*Replace paragraph five with the following effective with the November 2021 letting:*

- (5) Payment for the Foundation bid items is full compensation for providing concrete foundations; for anchor rod assemblies; for reinforcing steel; and for embedded conduit and electrical components. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

**642.2.2.1 General**

*Replace paragraph one with the following effective with the November 2021 letting:*

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved. Ensure quality cell phone reception is achievable inside the field office.

**701.3.1 General**

*Replace table 701-1 with the following effective with the November 2021 letting:*

**TABLE 701-1 TESTING AND CERTIFICATION STANDARDS**

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 830.9.2	Transportation Materials Sampling Technician (TMS) TMS Assistant Certified Technician (ACT-TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2 <sup>[1]</sup> <sup>[4]</sup>	TMS, ACT-TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 <sup>[1]</sup>	AGGTEC-I, ACT-AGG
Fine & coarse aggregate gradation	AASHTO T27 <sup>[1]</sup>	
Aggregate moisture content	AASHTO T255 <sup>[1]</sup>	
Fractured faces	ASTM D5821 <sup>[1]</sup>	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS)
Plasticity index	AASHTO T90 <sup>[3]</sup>	GRADINGTEC-I, or ACT-GRADING
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup> AASHTO TP118 <sup>[5]</sup>	
Air void system of fresh concrete	AASHTO TP118 <sup>[5]</sup>	
Concrete slump	AASHTO T119 <sup>[2]</sup>	
Concrete temperature	ASTM C1064	
Making and curing concrete specimens	AASHTO T23	
Moist curing for concrete specimens	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Concrete flexural strength	AASHTO T97	
Concrete surface resistivity <sup>[2]</sup>	AASHTO T358	
Voids in aggregate	AASHTO T19	PCCTEC-II
Profiling	—	PROFILER

<sup>[1]</sup> As modified in CMM 860.

<sup>[2]</sup> As modified in CMM 870.

<sup>[3]</sup> A plasticity check, if required under individual QMP specifications, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

<sup>[4]</sup> Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

<sup>[5]</sup> Consolidate by rodding.

**710.2 Small Quantities**

*Replace the entire text with the following effective with the November 2021 letting:*

- (1) The department defines small quantities as follows:
  - As specified in 715.1.1.2 for class I concrete.
  - Less than 50 cubic yards of class II ancillary concrete placed under a single bid item.
- (2) For contracts with only small quantities of material subject to testing, modify the requirements of 710 as follows:

1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
2. Provide one of the following for aggregate process control:
  - Documented previous testing dated within 120 calendar days. Provide gradation test results to the engineer before placing material.
  - Non-random start-up gradation testing.

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#### **710.4 Concrete Mixes**

Replace paragraph two with the following effective with the November 2021 letting:

- (2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:
  1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.
  2. For cementitious materials and admixtures: type, brand, and source.
  3. For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include aggregate production records dated within 2 years if using those results in the design. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
    - DT2220 for combined aggregate gradations.
    - DT2221 for optimized aggregate gradations.
  4. For optimized concrete mixtures:
    - Complete the worksheets within DT2221 according to the directions.
    - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
    - Verify slip-form mixture workability according to AASHTO TP137 and conformance to specifications through required trial batching.
    - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

Replace paragraph four with the following effective with the November 2021 letting:

- (4) Prepare and submit modifications to a concrete mix to the engineer for approval 3 business days before using that modified mix. Modifications requiring the engineer's approval include changes in:
  1. Source of any material. For paving and barrier mixes, a source change for fly ash of the same class does not constitute a mix design change.
  2. Quantities of cementitious materials.
  3. Addition or deletion of admixtures. Minor admixture dosage adjustments required to maintain air content or slump do not require engineer review or approval.

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#### **710.5.5 Strength**

Replace paragraph one with the following effective with the November 2021 letting:

- (1) Cast all 6" x 12" cylinders or all 6" x 6" x 21" beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and subplot or location on the project it represents.

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#### **710.5.6 Aggregate Testing**

Retitle and replace the entire text with the following effective with the November 2021 letting:

##### **710.5.6 Aggregate Testing During Concrete Production**

###### **710.5.6.1 General**

- (1) The department will accept gradation based on the results of department-performed acceptance testing.
- (2) The department and contractor will obtain samples using the same method. When belt sampling, contractor personnel shall obtain samples for the department under the direct observation of the department personnel. Contractor will define sampling method in the QMP or abbreviated QMP.

###### **710.5.6.2 Contractor Control Charts**

###### **710.5.6.2.1 General**

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Required contractor testing will be performed using non-random samples.

- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Sample aggregates within 2 business days before placement for each mix design. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency shown based on the anticipated daily cumulative plant production for each mix design. The contractor’s concrete production tests can be used for the same mix design on multiple contracts.

**TABLE 710-1 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS I**

DAILY PLANT PRODUCTION RATE FOR WisDOT WORK	MINIMUM FREQUENCY
Gradation Report Before Placement	
1000 cubic yards or less	one test per day
more than 1000 cubic yards	two tests per day

**TABLE 710-2 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS II**

MINIMUM FREQUENCY
Gradation Report Before Placement
One test per calendar week of production

**710.5.6.2.2 Optimized Aggregate Gradation Control Charts**

- (1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the following:
  - 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
  - Sum of volumetric percentages retained on No. 8, No. 16, and No. 30 sieves.
  - Sum of volumetric percentages retained on No. 30, No. 50, No. 100, and No. 200 sieves.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the volumetric percent retained of the optimized aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the volumetric percent retained for each sieve to determine if the blended aggregate gradation is within the tarantula curve limits specified in table 501-4.

**710.5.6.2.3 Combined Aggregate Gradation Control Charts**

- (1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the percent passing by weight requirements of the combined aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the percent passing by weight for each sieve to determine if the blended aggregate gradation is within the combined aggregate gradation limits specified in table 501-4.

**710.5.6.3 Department Acceptance Testing**

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to regional testing lab in the same day. Department will report gradation test results to the contractor within 1 business day of being delivered to the lab. Department and contractor can agree to an alternative test result reporting timeframe; alternative timeframe is required to be documented in the QMP.
- (4) Additional samples may be taken at the engineer’s discretion due to change in condition.

**TABLE 710-3 DEPARTMENT GRADATION TESTING FREQUENCY**

CONCRETE CLASSIFICATION	MINIMUM DEPARTMENT FREQUENCY
Class I: Pavement	1 test per placement day for first 5 days of placement. If all samples are passing, reduced frequency is applied.
	Reduced frequency: 1 test per calendar week of placement
Class I: Structures	1 test per 250 CY placed <ul style="list-style-type: none"> <li>- Minimum of 1 test per substructure</li> <li>- Minimum of 1 test per superstructure</li> </ul>
Class I: Cast-in-Place Barrier	1 test per 500 CY placed
Class II	No minimum testing

**710.5.7 Corrective Action**

*Replace the entire text with the following effective with the November 2021 letting:*

**710.5.7.1 Optimized Aggregate Gradations**

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, do the following:
  - 1. Notify the other party immediately.
  - 2. Perform corrective action documented in the QC plan or as the engineer approves.
  - 3. Document and provide corrective action results to the engineer as soon as they are available.
  - 4. Department will conduct two tests within the next business day after corrective action is complete.
  - 5. If blended aggregate gradations are within the tarantula curve limits by the second department test:
    - Continue with concrete production.
    - Contractor will include a break in the 4-point running average.
    - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
  - 6. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
    - Provide a new mix design with an increased cementitious content.
    - If the mix design already has a cementitious content of 565 or more pounds per cubic yard, provide a new mix design.
    - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.
- (3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

**710.5.7.2 Combined Aggregate Gradations**

- (1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:
  - 1. Notify the other party immediately.
  - 2. Perform corrective action documented in the QC plan or as the engineer approves.
  - 3. Document and provide corrective action results to the engineer as soon as they are available.
  - 4. Department will conduct two tests within the next business day after corrective action is complete.
  - 5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
    - Continue with concrete production.
    - Contractor will include a break in the 4-point running average.

- For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
- 6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.
- (3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

**715.3.1.1 General**

Replace paragraphs three and four with the following effective with the November 2021 letting:

- (3) Cast a set of 3 additional 6"x12" cylinders and test the concrete surface resistivity according to AASHTO T358. Perform this testing at least once per lot if total contract quantities are greater than or equal to the following:
  - 20,000 square yards for pavements.
  - 5,000 linear feet for barriers.
  - 500 cubic yards for structure concrete.

Submit the resistivity to the nearest tenth into MRS for information only. Resistivity testing is not required for the following:

- Lot with less than 3 sublots.
- Concrete items classified as ancillary.
- Concrete placed under the following bid items:
  - Concrete Pavement Approach Slab
  - Concrete Masonry Culverts
  - Concrete Masonry Retaining Walls
- (4) Test the air void system at least once per lot and enter the SAM number in MRS for information only. SAM testing is not required for the following:
  - For lots with less than 3 sublots.
  - High early strength (HES) concrete.
  - Special high early strength (SHES) concrete.
  - Concrete placed under the following bid items:
    - Concrete Pavement Approach Slab
    - Concrete Masonry Culverts
    - Concrete Masonry Retaining Walls
    - Steel Grid Floor Concrete Filled
    - Crash Cushions Permanent
    - Crash Cushions Permanent Low Maintenance
    - Crash Cushions Temporary

**715.3.1.2.3 Lots by Cubic Yard**

Replace the entire text with the following effective with the November 2021 letting:

- (1) Define standard lots and sublots conforming to the following:

**TABLE 715-1 CLASS I - LOT AND SUBLOT SIZES**

CONCRETE CLASSIFICATION	LOT SIZE	SUBLOT SIZE	NUMBER OF SUBLOTS PER LOT
Class I: Pavement	1250 cubic yards	250 cubic yards	5
Class I: Structures	250 cubic yards	50 cubic yards	5
Class I: Cast-in-Place Barrier	500 cubic yards	100 cubic yards	5

- (2) The contractor may include sublots less than or equal to 25 percent of the standard volume in the previous subplot. For partial sublots exceeding 25 percent of the standard volume, notify the engineer who will direct additional testing to represent that partial subplot.
- (3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 3 or more sublots for that lot.

### **715.3.2 Strength Evaluation**

*Replace the entire text with the following effective with the November 2021 letting:*

#### **715.3.2.1 General**

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.
- (2) Randomly select 2 QC specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day subplot average strength as follows:
  - If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
  - If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

#### **715.3.2.2 Removal and Replacement**

##### **715.3.2.2.1 Pavement**

- (1) If a subplot strength is less than 2500 psi in compressive strength or 500 psi in flexural strength, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal.
- (2) If the engineer directs coring, obtain three cores from the subplot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24.
- (3) Have an independent consultant test cores according to AASHTO T24.
- (4) The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (5) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 2500 psi or greater.
- (6) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

##### **715.3.2.2.2 Structures and Cast-in-Place Barrier**

- (1) The department will evaluate the subplot for possible removal and replacement if the 28-day subplot average compressive strength is lower than  $f'_c$  minus 500 psi. The value of  $f'_c$  is the design stress the plans show. The department may assess further strength price reductions or require removal and replacement only after coring the subplot.
- (2) The engineer may initially evaluate the subplot strength using a non-destructive method. Based on the results of non-destructive testing, the department may accept the subplot at the previously determined pay for the lot, or direct the contractor to core the subplot.
- (3) If the engineer directs coring, obtain three cores from the subplot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24. Determine core locations, subject to the engineer's approval, that do not interfere with structural steel.
- (4) Have an independent consultant test cores according to AASHTO T24.
- (5) The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (6) If the 3-core average is greater than or equal to 85 percent of  $f'_c$ , and no individual core is less than 75 percent of  $f'_c$ , the engineer will accept the subplot at the previously determined pay for the lot. If the 3-core average is less than 85 percent of  $f'_c$ , or an individual core is less than 75 percent of  $f'_c$ , the engineer may require the contractor to remove and replace the subplot. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

**715.3.3 Aggregate**

*Replace the entire text with the following effective with the November 2021 letting:*

**715.3.3.1 General**

- (1) Except as allowed for small quantities in 710.2, test aggregate conforming to 710.5.6.

**715.3.3.2 Structures**

- (1) In addition to the aggregate testing required under 710.5.6, determine the fine and coarse aggregate moisture content for each sample.
- (2) Calculate target batch weights for each mix when production of that mix begins. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio.

**716.2.1 Class II Concrete**

*Replace paragraph two with the following effective with the May 2022 letting:*

- (2) Perform random QC testing at the following frequencies:
  1. Test air content, temperature, and slump a minimum of once per 100 cubic yards for each mix design and placement method.
  2. Cast one set of 2 cylinders per 200 cubic yards for each mix design and placement method. Cast a minimum of one set of 2 cylinders per contract for each mix design and placement method. Random 28-day compressive strength cylinders are not required for HES or SHES concrete.
  3. For deck overlays, perform tests and cast cylinders once per 50 cubic yards of grade E concrete placed.
  4. For concrete base, one set of tests and one set of cylinders per 250 cubic yards.

The department will allow concrete startup test results for quantities under 50 cubic yards. Cast one set of 2 cylinders if using startup testing for acceptance.



**ERRATA**

**460.2.2.3 Aggregate Gradation Master Range**

Correct errata by adding US Standard equivalent sieve sizes.

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

**TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS**

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm) (1 1/2 inch)	No. 2 (25.0 mm) (1 inch)	No.3 (19.0 mm) (3/4 inch)	No. 4 (12.5 mm) (1/2 inch)	No. 5 (9.5 mm) (3/8 inch)	No. 6 (4.75 mm) (3/16 inch)	SMA No. 4 (12.5 mm) (1/2 inch)	SMA No. 5 (9.5 mm) (3/8 inch)
50.0-mm (2-inch)	100							
37.5-mm (1 1/2-inch)	90 - 100	100						
25.0-mm (1-inch)	90 max	90 - 100	100					
19.0-mm (3/4-inch)	—	90 max	90 - 100	100			100	
12.5-mm (1/2-inch)	—	—	90 max	90 - 100	100		90 - 97	100
9.5-mm (3/8-inch)	—	—	—	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm (No. 4)	—	—	—	—	90 max	90 - 100	25 - 35	35 - 45
2.36-mm (No. 8)	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm (No. 16)	—	—	—	—	—	30 - 55	—	—
0.60-mm (No. 30)	—	—	—	—	—	—	18 max	18 max
0.075-mm (No. 200)	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min <sup>[1]</sup>	15.0 min <sup>[2]</sup>	16.0 - 17.5	16.0 min	17.0 min

<sup>[1]</sup> 14.5 for LT and MT mixes.

<sup>[2]</sup> 15.5 for LT and MT mixes.

**715.5.1 General**

Correct the bid item number for Incentive Compressive Strength Concrete Pavement.

- (1) The department will pay incentive for compressive strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

### ADDITIONAL SPECIAL PROVISION 7

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

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

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

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

## **ADDITIONAL SPECIAL PROVISION 9**

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

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

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

## **Non-discrimination Provisions**

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

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

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

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Effective November 2020 letting**

**BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this 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. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

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

Upon completion of the project certify to the engineer, in writing using department form DT4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form DT4567 is available at:

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



Proposal Schedule of Items

Proposal ID: 20220809006 Project(s): 1060-35-82

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	205.0100 Excavation Common	529.000 CY	_____.	_____.
0004	619.1000 Mobilization	1.000 EACH	_____.	_____.
0006	625.0105 Topsoil	704.000 CY	_____.	_____.
0008	628.2006 Erosion Mat Urban Class I Type A	894.000 SY	_____.	_____.
0010	632.0101 Trees (species) (size) (root) 0001. Catalpa, Northern B&B 2.5-Inch Cal	11.000 EACH	_____.	_____.
0012	632.0101 Trees (species) (size) (root) 0003. Coffeetree, 'Espresso' Kentucky B&B 2.5-Inch Cal	21.000 EACH	_____.	_____.
0014	632.0101 Trees (species) (size) (root) 0005. Elm, Accolade B&B 2.5-Inch Cal	24.000 EACH	_____.	_____.
0016	632.0101 Trees (species) (size) (root) 0006. Gingko, Autumn Gold B&B 2.5-Inch Cal	12.000 EACH	_____.	_____.
0018	632.0101 Trees (species) (size) (root) 0007. Hackberry, Common B&B 2.5-Inch Cal	11.000 EACH	_____.	_____.
0020	632.0101 Trees (species) (size) (root) 0009. Linden, 'Sentry' 2.5-Inch Cal	8.000 EACH	_____.	_____.
0022	632.0101 Trees (species) (size) (root) 0011. Linden, Redmond B&B 2.5-Inch Cal	3.000 EACH	_____.	_____.
0024	632.0101 Trees (species) (size) (root) 0017. Oak, Bur B&B 2.5-Inch Cal	15.000 EACH	_____.	_____.
0026	632.0101 Trees (species) (size) (root) 0019. Oak, Crimson Spire English B&B 2.5-Inch Cal	121.000 EACH	_____.	_____.
0028	632.0101 Trees (species) (size) (root) 0021. Oak, Swamp White B&B 2.5-Inch Cal	11.000 EACH	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20220809006 Project(s): 1060-35-82

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
0030	632.0101 Trees (species) (size) (root) 0023. Tree, London Plane B&B 2.5-Inch Cal	6.000 EACH	_____.	_____.
0032	632.0101 Trees (species) (size) (root) 0025. Hophornbeam, American B&B 2-Inch Cal	10.000 EACH	_____.	_____.
0034	632.0101 Trees (species) (size) (root) 0026. Crabapple, 'Adirondack' B&B 2-Inch	3.000 EACH	_____.	_____.
0036	632.0101 Trees (species) (size) (root) 0027. Crabapple, 'Indian Magic' B&B 2-Inch Cal	17.000 EACH	_____.	_____.
0038	632.0101 Trees (species) (size) (root) 0029. Crabapple, Royal Raindrops B&B 2-Inch Cal	6.000 EACH	_____.	_____.
0040	632.0101 Trees (species) (size) (root) 0031. Dogwood, Corneilancherry B&B 7' Ht	11.000 EACH	_____.	_____.
0042	632.0101 Trees (species) (size) (root) 0033. Hawthorn, Cockspur Thornless B&B 2-Inch Cal	16.000 EACH	_____.	_____.
0044	632.0101 Trees (species) (size) (root) 0035. Plum, American B&B 5' Ht	7.000 EACH	_____.	_____.
0046	632.0101 Trees (species) (size) (root) 0037. Serviceberry, Apple B&B 2-Inch Cal	6.000 EACH	_____.	_____.
0048	632.0101 Trees (species) (size) (root) 0038. Fir, White B&B 6' Ht	10.000 EACH	_____.	_____.
0050	632.0101 Trees (species) (size) (root) 0040. Canadian Hemlock B&B 6' Ht	13.000 EACH	_____.	_____.
0052	632.0101 Trees (species) (size) (root) 0042. Pine, Swiss Stone B&B 6' Ht	23.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220809006 Project(s): 1060-35-82

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
0054	632.0101 Trees (species) (size) (root) 0043. Tamarack B&B 6' Ht	5.000 EACH	_____.	_____.
0056	632.0101 Trees (species) (size) (root) 0045. Spruce, Norway B&B 7' Ht	19.000 EACH	_____.	_____.
0058	632.0101 Trees (species) (size) (root) 0047. Spruce, White B&B 6' Ht	14.000 EACH	_____.	_____.
0060	632.0201 Shrubs (species) (size) (root) 0049. Chokeberry, Black CG 18" Ht	49.000 EACH	_____.	_____.
0062	632.0201 Shrubs (species) (size) (root) 0051. Cotoneaster, Hedge CG 18" Ht	8.000 EACH	_____.	_____.
0064	632.0201 Shrubs (species) (size) (root) 0053. Dogwood, Gray CG 18" Ht	64.000 EACH	_____.	_____.
0066	632.0201 Shrubs (species) (size) (root) 0055. Sumac, Fragrant CG 18" Ht	24.000 EACH	_____.	_____.
0068	632.0201 Shrubs (species) (size) (root) 0057. Sumac, Smooth CG 18" Ht	35.000 EACH	_____.	_____.
0070	632.0201 Shrubs (species) (size) (root) 0059. Viburnum, Arrowwood CG 18" Ht	52.000 EACH	_____.	_____.
0072	632.0201 Shrubs (species) (size) (root) 0061. Buttonbush CG 4' Ht	12.000 EACH	_____.	_____.
0074	632.0201 Shrubs (species) (size) (root) 0063. Dogwood, Redosier CG 4' Ht	16.000 EACH	_____.	_____.
0076	632.0201 Shrubs (species) (size) (root) 0065. Willow, Sandbar CG 2' Ht	16.000 EACH	_____.	_____.
0078	632.0301 Vines (species) (size) (root) 0001. Ivy, Boston CG. 1 Gal	41.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220809006 Project(s): 1060-35-82

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
0080	632.9101 Landscape Planting Surveillance and Care Cycles	36.000 EACH	_____.	_____.
0082	643.0300 Traffic Control Drums	1,164.000 DAY	_____.	_____.
0084	643.0420 Traffic Control Barricades Type III	50.000 DAY	_____.	_____.
0086	643.0705 Traffic Control Warning Lights Type A	101.000 DAY	_____.	_____.
0088	643.0715 Traffic Control Warning Lights Type C	120.000 DAY	_____.	_____.
0090	643.0800 Traffic Control Arrow Boards	10.000 DAY	_____.	_____.
0092	643.0900 Traffic Control Signs	293.000 DAY	_____.	_____.
0094	643.1050 Traffic Control Signs PCMS	11.000 DAY	_____.	_____.
0096	643.4100.S Traffic Control Interim Lane Closure	4.000 EACH	_____.	_____.
0098	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0100	SPV.0060 Special 0916. Traffic Control Local Road Lane Closures	14.000 EACH	_____.	_____.
0102	SPV.0060 Special 6010. Plugs CG #2.5	374.000 EACH	_____.	_____.
0104	SPV.0060 Special 6011. Watering Bag	702.000 EACH	_____.	_____.
0106	SPV.0060 Special 6015. Vegetation Establishment Plan Underwood Creek	36.000 EACH	_____.	_____.
0108	SPV.0075 Special 0001. Pavement Cleanup Project 1060-35-82	20.000 HRS	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20220809006 Project(s): 1060-35-82

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
0110	SPV.0085 Special 6001. Seeding Mixture Prairie Mix	8.100 LB	_____.	_____.
0112	SPV.0090 Special 6001. Coir Log	151.000 LF	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.

**PLEASE ATTACH ADDENDA HERE**