

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **026**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Portage	1166-12-78	N/A	Plainfield - Stevens Point; STH 54 to N 2nd Street	IH 039

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: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: May 14, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  <div style="text-align: center;"><b>SAMPLE NOT FOR BIDDING PURPOSES</b></div>
Contract Completion Time November 08, 2024	
Assigned Disadvantaged Business Enterprise Goal <b>0%</b>	
This contract is exempt from federal oversight.	

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

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

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

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

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

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

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

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

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

Notary Seal

<b>Type of Work:</b> Grading, Base, Milling, Base Patching, Asphalt Pavement, Storm Sewer, Guardrail, Signs, Pavement Markings.	<b>For Department Use Only</b>
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

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

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

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

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

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

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

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

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

## B. Submitting Electronic Bids

### B.1 On the Internet

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

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

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

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

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

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

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

#### **B Waiver of Electronic Submittal**

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

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

**PRINCIPAL**

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

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

**NOTARY FOR PRINCIPAL**

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

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

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

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

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

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

**Notary Seal**

**NOTARY FOR SURETY**

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

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

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

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

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

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

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



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

### Instructions for Certification

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

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

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

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

## Special Provisions

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## STSP'S Revised January 5, 2024

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 1166-12-78, Plainfield – Stevens Point, STH 54 to N 2<sup>nd</sup> Street, IH 39, Portage County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2024 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20240105)

#### 2. Scope of Work.

The work under this contract shall consist of milling, asphalt paving, grading, storm sewer, guardrail, pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

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

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

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

#### **Red-shouldered Hawk**

Suitable habitat for the Red-shouldered Hawk exists within the project area. To avoid adverse impacts to the Red-shouldered Hawk, no clearing is allowed from April 1 to July 31.

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 approval letter for the ECIP.

#### **Wood Turtle**

Suitable habitat for the Wood Turtle exists near waterways and wetlands within the project area.

Follow amphibian and reptile exclusion fencing protocols to avoid impacts to the Wood Turtle. Fencing should remain in place until the final stabilization of graded areas.

If turtles are found in the project area, stop construction work, and promptly remove the turtles from the construction site to a safe location in the direction they were traveling.

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

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

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

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

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

- Cutting down and removing trees.

## **General**

Perform work in the following stages within a specified segment of roadway. A segment may consist of the entire project length or a portion thereof, as agreed to with the engineer:

### Stage 1:

Perform mill and overlay on the passing lane and median shoulder. Install base aggregate on the median shoulder. Replace guardrail in the median. Install lane line pavement marking prior to opening both lanes to traffic. Use drums to delineate the edge of roadway during weekdays when there is no edgeline pavement marking. Install centerline marking prior to opening both lanes to traffic. Install edgeline marking prior to opening both lanes to traffic on IH 39 NB by Friday at 12:00 PM and on IH 39 SB by Sunday at 12:00 PM.

### Stage 2:

Perform mill and overlay on the driving lane and ramps. Construct ramp improvements at the USH 10/IH 39 northbound entrance ramp. Replace guardrail adjacent to the driving lane and ramps. Perform mill and overlay and guardrail replacement on CTH HH. Install edgeline marking prior to opening both lanes to traffic on IH 39 NB by Friday at 12:00 PM and on IH 39 SB by Sunday at 12:00 PM.

### Stage 3:

Install rumble strips on the median shoulder and the high friction surface treatment on the passing lane. Install passing lane edgeline and centerline grooved wet reflective pavement marking.

### Stage 4:

Install rumble strips on the outside shoulder where removed for traffic control and install the high friction surface treatment on the driving lane. Install driving lane edgeline grooved wet reflective pavement marking.

Do not allow a milled surface open to through traffic to remain in place longer than 96 hours or during the periods included in the holidays and special events restrictions unless adverse weather prevents placement of the asphalt layer. IH 39 through traffic is not allowed on milled surfaces.

Install guardrail and cable barrier within 10 calendar days of removal of existing guardrail and cable barrier. Use drums spaced at 50 feet to delineate the edge of roadway while the guardrail remains uninstalled when the adjacent lane is open to traffic.

Construct the proposed improvements under single lane closures, ramp closures, and shoulder closures as shown in the plan.

**Lane, shoulder, and ramp closures are permitted at the following times:**

Lane closures from Begin Project (Station 903+20) – USH 10 (Station 1270+00)

	Northbound	Southbound
Monday – Thursday	12:00 AM – 11:59 PM	12:00 AM – 11:59 PM
Friday	12:00 AM – 12:00 PM, 9:00 PM – 11:59 PM	12:00 AM – 11:59 PM
Saturday	12:00 AM – 11:59 PM	12:00 AM – 11:59 PM
Sunday	12:00 AM – 11:59 PM	12:00 AM – 12:00 PM 9:00 PM – 11:59 PM

Lane closures from USH 10 (Station 1270+00) – End Project (Station 1508+90)\*

	Northbound	Southbound
Monday – Thursday	12:00 AM – 6:00 AM, 6:00 PM – 11:59 PM	12:00 AM – 6:00 AM, 6:00 PM – 11:59 PM
Friday	12:00 AM – 6:00 AM, 9:00 PM – 11:59 PM	12:00 AM – 6:00 AM, 7:00 PM – 11:59 PM
Saturday – Sunday	12:00 AM – 9:00 AM, 8:00 PM – 11:59 PM	12:00 AM – 6:00 AM, 8:00 PM – 11:59 PM

\*Lane closures and lane shifts as shown in the project plan to construct the IH 39 NB parallel on ramp from USH 10 are allowed to remain in place outside the listed times.

Shoulder closures outside of above listed times for lane closures

	Northbound	Southbound
Monday – Thursday	6:00 AM – 6:00 PM	6:00 AM – 6:00 PM
Friday	Not allowed	Not allowed
Saturday – Sunday	Not allowed	Not allowed

Ramp closures

	Northbound	Southbound
Monday – Thursday	12:00 AM – 6:00 AM, 8:00 PM – 11:59 PM	12:00 AM – 6:00 AM, 8:00 PM – 11:59 PM
Friday	12:00 AM – 6:00 AM	12:00 AM – 6:00 AM
Saturday	Not allowed	Not allowed
Sunday	10:00 PM – 11:59 PM	10:00 PM – 11:59 PM

CTH HH lane closures

Monday – Thursday	12:00 AM – 11:59 PM
Friday	12:00 AM – 12:00 PM
Saturday	Not allowed
Sunday	10:00 PM – 11:59 PM

When a ramp is closed, the ramps for the opposite direction of travel at the same interchange shall remain open. Ramp closures are not permitted at the same time on consecutive interchanges.

If multiple lane closures exist in the same direction of travel, provide a minimum of one mile between lane closures.



There are WisDOT CCTV camera facilities in the northeast quadrant of the STH 54 interchange and in the southeast quadrant of the CTH HH interchange. Conflicts with these facilities are not anticipated. Contact Dean Beekman, State ITS Engineer, at (414) 750-1811 with any questions or conflicts.

WisDOT has electrical facilities for the traffic signals at the CTH HH interchange. Guardrail will be installed over the electrical line at Station 118+32'H' RT. Expose the conduit and auger the holes for the guardrail posts on either side, shifting the conduit as necessary. Two pull boxes will also have to be adjusted at Station 118+32'HH' RT and Station 121+80'HH' LT. Contact Ken Radke, WisDOT North Central Region Electrician, at (715) 459-4264 five working days prior to the beam guard installation and five working days prior to the pull box adjustments to oversee these operations. No other conflicts with the WisDOT electrical facilities are anticipated.

#### **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 Prosecution and Progress article.

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

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

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

- \$2000 per lane or USH 10 ramp, per direction of travel, per hour broken into 15-minute increments
- \$1000 per ramp, 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.

#### **5. Traffic.**

A lane or shoulder closure is required when performing any work, hauling, or delivering materials to and from the work zone.

During stages 1 and 3, close the passing lane and shoulder as shown in the plans to complete the work in these stages. During stages 2 and 4, close the driving lane and ramps as shown in the plans to complete the work in these stages. Provide the posted detour for the USH 10 ramps as shown in the plans. The IH 39 SB parallel exit ramp at the USH 10 interchange may be reduced to a tapered exit ramp during storm sewer and guardrail work adjacent to the parallel exit ramp.

Drums may be used to delineate the edge of roadway until edgeline pavement marking is installed.

Do not use maintenance crossovers to make U-turns unless both adjacent passing lanes are closed simultaneously.

Relocate the Basic Queue Warning System in one direction of travel to the advanced warning area of the work zone if all lane closures in that direction are three or more miles from the nearest sensor for five or more consecutive working days. Maintain one mile between flashing beacon signs.

### Signal Adjustments

Coordinate the signal adjustments listed below prior to closing the associated ramps and detouring traffic. WisDOT will be responsible for developing and implementing the timing adjustments. Contact Ken Radke, WisDOT NC Region Electrician, (715) 459-4264, ten working days prior to needing adjustments to the traffic signals.

Ramp Closures	Signal Adjustment
<b>Nighttime Closure</b> USH 10/STH 66 and IH 39 southbound ramps	Deactivate green and yellow left arrow on STH 66 westbound to the IH 39 southbound on ramp
<b>Nighttime Closure</b> USH 10/STH 66 and IH 39 northbound ramps	Deactivate green and yellow left arrow on USH 10/STH 66 eastbound to the IH 39 northbound on ramp
<b>Nighttime Closure Only</b> CTH HH and IH 39 northbound ramps	Deactivate green and yellow left arrow on CTH HH eastbound to the IH 39 northbound on ramp
<b>Nighttime Closure Only</b> CTH HH and IH 39 southbound ramps	Deactivate green and yellow left arrow on CTH HH westbound to the IH 39 southbound on ramp
<b>Nighttime Closure Only</b> CTH B and IH 39 northbound ramps	Deactivate green and yellow left arrow on CTH B eastbound to the IH 39 northbound on ramp
<b>Nighttime Closure Only</b> CTH B and IH 39 southbound ramps	Deactivate green and yellow left arrow on CTH B westbound to the IH 39 southbound on ramp
<b>Nighttime Closure Only</b> STH 66 and IH 39 northbound ramps	Deactivate green and yellow left arrow on STH 66 eastbound to the IH 39 northbound on ramp

### Wisconsin Lane Closure System Advance Notification

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

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

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

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

### **Temporary Regulatory Speed Limit Reduction**

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two-lane, two-way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work lasts less than seven days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs.

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

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 39, USH 10 or CTH HH traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

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

stp-107-005 (20210113)

## **7. Utilities.**

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

stp-107-065 (20080501)

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

**Wisconsin Public Service Corporation – Gas** has gas facilities in the project area. Wisconsin Public Service Corporation completed the following work prior to construction:

- Discontinue the existing line that is crossing IH 39 at Station 1134+10
- Discontinue the existing line that is crossing IH 39 at Station 1188+50 and install a new crossing north of the proposed bullnose guardrail and concrete surface drain.

The following utility owners also have facilities in the project area. No conflicts are anticipated.

**Amherst Telephone Company – Communication Line**

**ANR Pipeline Co – Gas**

**Astrea – Communication Line**

**AT&T Wisconsin – Communication Line**

**ATC Management, Inc. – Electricity**

**City of Stevens Point – Communication Line**

**City of Stevens Point – Sewer**

**City of Stevens Point – Water**

**Nsight Teleservices – Communication Line**

**Spectrum – Communication Line**

**Village of Plover – Sewer**  
**Village of Plover – Water**  
**Windstream KDL, LLC – Communication Line**  
**Wisconsin Public Service Corporation – Electricity**

**8. Other Projects.**

Work may be occurring concurrently on:

**6767-01-71, 6767-02-71**, CTH B, Wisconsin Ave to IH 39 Interchange, Portage County

Work includes concrete pavement, HMA pavement, base aggregate dense, concrete curb and gutter, storm sewer, traffic signals and street lighting. Traffic control includes a detour route utilizing the STH 54 interchange ramps. Construction is currently scheduled for 2024.

Contact Tim Hanley, WisDOT Project Manager at (715) 421-8050 or email [Timothy.Hanley@dot.wi.gov](mailto:Timothy.Hanley@dot.wi.gov) for more information.

ncr-OtherProjects (20220820)

**9. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).**

**A Description**

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd (CN) 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 Wisconsin Central Ltd and Its Parents (CN).

Notify evidence of the required coverage and duration to Matthew Turner, Public Projects Officer, 1625 Depot Street, Stevens Point, WI 54481; Telephone (715) 345-2503; E-mail: [Matthew.turner@cn.ca](mailto:Matthew.turner@cn.ca).

Also send a copy to the following: Caleb Herrin, NC Region Railroad Coordinator; 1681 Second Ave South, Wisconsin Rapids, WI 54495; Telephone (715) 420-6422; E-mail: [caleb.herrin@dot.wi.gov](mailto:caleb.herrin@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 1166-12-78
- Work Performed on or within 50' of RR RIGHT-OF-WAY: Traffic Control

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	IH 39	Stevens Point, Portage County, WI	281490T	Plover	80.03
2	IH 39	Stevens Point, Portage County, WI	692534B	Neenah	246.35

**A.2 Train Operation**

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	0	0	4	10	Daily	There are switch trains in addition to through trains
2	0	0	24	60	Daily	No switch trains

\* Switch trains are in addition to freight and passenger trains.

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

#### **Construction Contact**

Matthew Turner, Public Works Officer; 1625 Depot Street, Stevens Point, WI 54481; Telephone (715) 345-2503; E-mail [matthew.turner@cn.ca](mailto:matthew.turner@cn.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**

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Flagging-US, 17641 South Ashland Avenue, Homewood, IL 60430; [Flagging\\_US@CN.CA](mailto:Flagging_US@CN.CA). The form can be obtained at: <https://www.cn.ca/en/safety/regulations>

Requests for flagging and cable locates can take up to five business days after the railroad receives the paperwork. Reference the Wisconsin Milepost and Subdivision located in A.1. Advise Wisconsin Central Ltd (CN) that the flagging services are to be billed at the rate for a public highway project.

#### **Cable Locate Contact**

In addition to contacting Diggers Hotline, follow the procedure listed under Flagging Contact.

Wisconsin Central Ltd (CN) will only locate railroad owned facilities buried 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 (20240105)

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

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

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

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

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230629)

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

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

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

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

A certificate of permit coverage is available from the regional office by contacting Zach Gruling at (715) 365-5764. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

## 12. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

### **13. Environmental Protection - Dewatering.**

*Add the following to standard spec 107.18:*

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

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

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

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

ncr-107-025 (20160401)

### **14. Erosion Control.**

*Add the following to standard spec 107.20:*

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

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

ncr-107-050 (20141015)

### **15. Archaeological Site.**

#### **Section 27 Cemetery**

Section 27 Cemetery (47PT331/BPT-0066) is located from approximately Station 1337+00 – Station 1344+00 LT and RT within the limits shown on the plans.

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

#### **Lake Clar-Re**

Lake Clar-Re site (47PT282/BPT-0142) is located from approximately Station 1054+00 – Station 1069+00 LT within the limits shown on the plans.

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

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

#### **The Hind Site**

The Hind Site (47PT138) is located from approximately Station 1090+00 – Station 1099+00 RT within the limits shown on the plans.

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

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

**To the East Site**

The To the East site (47PT375/BPT-0145) is located approximately 1 mile west of the project, between Heffron St and Patch St and adjacent to McDill Pond.

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

stp-107-220 (20180628)

**16. Public Convenience and Safety.**

*Replace standard spec 107.8 (4) with the following:*

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

- Portage County Sheriff's Department
- Wisconsin State Patrol
- Portage County Highway Department
- Town of Plover
- Town of Hull
- City of Stevens Point
- Village of Plover

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

ncr-107-005 (20200729)

**17. Removing Concrete Curb Head, Item 204.9090.S.01.**

**A Description**

This special provision describes removing curb head by sawing or diamond grinding conforming to standard spec 204.

**B (Vacant)**

**C Construction**

Remove the existing curb head by sawing or diamond grinding the curb head, excavating behind curb head as needed. Sawing or diamond grinding the curb head shall produce a flush surface using a 4-foot straight edge. Any damage to existing curb and gutter to remain will be replaced at no expense to the department. Remove any sludge produced from sawing or grinding as part of this item.

**D Measurement**

The department will measure Removing Concrete Curb Head by the lineal foot, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Concrete Curb Head	LF



Payment is full compensation for excavation; sawing or diamond grinding the curb head; and for removing and disposing of excess materials.

stp-204-025 (20230113)

## **18. QMP HMA Pavement Nuclear Density.**

### **A Description**

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

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

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

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

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

### **B Materials**

#### **B.1 Personnel**

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

#### **B.2 Testing**

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

#### **B.3 Equipment**

##### **B.3.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **B.5 Department Testing**

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

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

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

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

## **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

## **B.7 Acceptance**

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

### **C (Vacant)**

### **D (Vacant)**

## **E Payment**

### **E.1 QMP Testing**

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

## E.2 Disincentive for HMA Pavement Density

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

## E.3 Incentive for HMA Pavement Density

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

## 19. HMA Pavement 4 SMA 58-28 H, Item 460.8424; HMA Pavement Test Strip Volumetrics, Item 460.0115.S; HMA Pavement Test Strip Density, Item 460.0120.S.

### A Description

Conform to standard spec 450 and 460 except as modified in this special provision.

### B (Vacant)

### C Construction

*Add the following to standard spec 450.3.1.3 to require transfer vehicle for SMA:*

- (2) Use a Material Transfer Vehicle when constructing SMA pavement.

*Add the following to standard spec 450.3.1.5 to prohibit rubber-tire roller on SMA:*

- (3) Do not use a rubber-tired roller for compaction of SMA pavement.

*Add the following to standard spec 460.3.3.2 to require and define approval criteria for SMA test strips:*

- (5) Construct a test strip according to CMM 815.13 to correlate nuclear gauges to pavement cores according to WTM T 355, confirm SMA in-place density using cores and determine mixture air voids. Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. The department will assess the contractor \$2,000 for each instance according to Section E of this special provision if paving does not begin within 2 hours of the submitted start time, delaying the test strip. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

Construct the test strip at the beginning of work for each SMA mixture, for each layer and for each thickness. All SMA test strip material produced shall meet the requirements in Tables 460-1 and 460-2 and conform to the JMF limits presented herein except as follows:

ITEM	JMF Limits
Asphaltic content in percent <sup>[1]</sup>	- 0.5
VMA in percent <sup>[2]</sup>	- 1.0
Air Voids in percent	According to the SMA Test Strip Approval Criteria Below

<sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by BTS using automated extraction according to WTM D8159.

<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1 as modified herein.

The test strip shall remain in place and become part of the completed pavement when acceptably produced, acceptably compacted, and meets finish and smoothness requirements. CMM 815 describes the SMA density and volumetric testing tolerances required for the test strip.

- (6) The test strip is to be treated as a single/separate lot and will have densities and pay adjustments calculated accordingly. The department will test one of the two split samples for volumetrics to determine test strip approval. If the QV air void sample is outside of the limits for 100% pay (i.e.,  $3.2 \leq V_a \leq 5.8$ ), send both QV-retained split samples to BTS for dispute resolution testing. The results from the BTS dispute resolution testing will determine material conformance and payment for the test strip according to the SMA Prorated Pay Factors Table in CMM 836.9.3.3. If QV and QC test results exceed testing

tolerances (0.015 for Gmm or Gmb), both retained split samples will be tested by BTS. In this case, additional investigation shall be conducted to identify the source of the difference between QV and QC data and BTS referee test data will be used to determine material conformance and pay.

Pay adjustments made as part of dispute resolution on test strip material will be limited to the test strip and will not extend to material placed during main production nor will pay adjustments made on main production extend into the test strip. The department will notify the contractor within 24 hours of the start of test strip construction regarding approval to proceed with paving beyond the test strip. The department will evaluate mixture air voids, test strip density, and nuclear gauge to core correlation in determining test strip approval and material conformance according to the following:

**SMA Test Strip Approval Criteria**

Approval / Material Conformance <sup>[1]</sup>	QV Air Voids	Average Density of All Cores <sup>[2]</sup>	Outcome of Test Strip for Contractor
Approved / Material Conforming	$3.2 \leq Va \leq 5.8$	$\geq 93.0 \%$	Proceed with production
Test Strip Approved / Material Nonconforming	$2.8 \leq Va \leq 3.2$ or $5.8 < Va \leq 6.2$	$\geq 91.0 \%$	Propose solution and proceed with production. Payment for material will be based on BTS referee tests.
Test Strip Not Approved / Material Nonconforming	$2.5 \leq Va < 2.8$ or $6.2 < Va \leq 6.5$	$< 91.0 \%$	Stop production, submit cause and solution, make additional 500-ton test strip. Payment for material will be based on BTS referee tests.
Test Strip and Material are Unacceptable <sup>[3]</sup>	$Va < 2.5$ or $Va > 6.5$	$< 90.0 \%$	Stop production, submit cause and solution, make additional 500-ton test strip, and complete new core to nuclear density gauge correlation.

<sup>[1]</sup> The overall result of each test strip will coincide with the more restrictive result from air voids or density.

<sup>[2]</sup> Individual nuclear density test results more than 3.0% below the minimum density requirement must be addressed according to CMM 815.11.

<sup>[3]</sup> Unacceptable material will be removed and replaced at no additional cost to the department. Alternatively, the engineer may allow the material to remain in place with a 50 percent payment factor. Material allowed to remain in place requires another test strip prior to additional paving.

- (7) An acceptable core to nuclear density gauge correlation must be completed by both the contractor and department according to CMM 815 as part of the test strip.
- (8) A maximum of two test strips will be allowed to remain in place per layer per contract. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for each additional test strip according to Section E of this special provision.

**D Measurement**

*Add the following to standard spec 460.4:*

- (2) The department will measure HMA Pavement Test Strip Volumetrics and HMA Pavement Test Strip Density as each unit of work, acceptably completed, as described in CMM 815. Material quantities will be determined according to standard spec 450.4.

**E Payment**

*Replace standard spec 460.5.1 with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
460.8424	HMA Pavement 4 SMA 58-28 H	TON
460.0115.S	HMA Pavement Test Strip Volumetrics	EACH
460.0120.S	HMA Pavement Test Strip Density	EACH

Payment for SMA is full compensation for providing SMA mixture designs; for preparing foundation; for volumetric and density testing and aggregate source testing; for asphalt binder from recycled sources; for asphalt binder modification or processes; and addition of fibers, fines, or filler.

Payment for HMA Pavement Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing; and for proper labeling, handling; and retention of split samples.

Payment for HMA Pavement Test Strip Density is full compensation for collecting and measuring of pavement cores, acceptably filling core holes, providing of nuclear gauges and operator(s), and all other work associated with completion of a core-to-gauge correlation, as directed by the engineer.

The department will pay separately for a material transfer vehicle.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in standard spec 460.3.3.2(5) as modified herein, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department, or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e., \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

stp-460-030 (20230629)

## 20. **Material Transfer Vehicle, Item 460.9000.S.**

### **A Description**

This special provision describes providing Material Transfer Vehicles (MTV) and operators for use during HMA upper layer paving operations of the travel lanes as shown in the plan or as directed by the engineer.

### **B Materials**

Furnish a self-propelled MTV with the ability to remix, maintain constant temperature, and continually feed the paver hopper. MTV storage capacity shall be adequate to provide continuous forward movement of the paver. Coordinate paver speed to match the delivery of material and capacity of the MTV to minimize stopping of the paver.

### **C Construction**

Ensure that an operator stays with the MTV at all times during moving operations. Keep the paver's hopper full at all times and the MTV's hopper filled such that the conveying augers are never exposed to avoid segregation of the material. Placement of HMA upper layer pavement in the travel lanes will not be allowed without the MTV. Tie ins of intersections, shoulders paved separately, and other non-travel lane areas will not require the use of the MTV.

### **D Measurement**

The department will measure Material Transfer Vehicle once for the contract, acceptably completed, regardless the number of vehicles in use.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
460.9000.S	Material Transfer Vehicle	EACH

Payment is full compensation for furnishing all material transfer vehicles and operators.

stp-460-900 (20230113)

## 21. **Asphaltic Surface.**

*Replace standard spec 465.2 (1) with the following:*

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

ncr-465-005 (20220530)

**22. Storm Sewer.**

*Replace standard spec 608.3.3(5) with the following:*

Provide joint ties at all joints on concrete storm sewer system in-fall and outfall pipes, including endwalls. Ties are not required on installations with concrete masonry endwalls unless the plans show otherwise.

ncr-520-005b (20180319)

**23. Landmark Reference Monuments.**

This work shall be completed according to standard spec 621 and the plan details, except as provided in this special provision.

*Add the following to standard spec 621.1:*

The survey work required to tie out the landmark shall be performed by, or under the direction of, a professional land surveyor. Upon completion of the work, provide the survey notes and the County specified tie sheets to the County Surveyor and the engineer. Obtain an example of the specified tie sheets from the County Surveyor.

*Add the following to standard spec 621.3.1:*

Provide four reference monuments for each landmark. Utilize existing concrete or drive-in reference monuments that are outside the construction limits when possible. Existing reference monuments that can be used will not be considered for payment.

*Replace standard spec 621.3.2.1 (1) with the following:*

Under the Landmark Reference Monuments bid item, install 30-inch stainless steel drive-in monuments with cap stamped as shown on plan details.

*Add the following to standard spec 621.3.3:*

Protect the reference monuments until construction is completed. Any monuments that are shifted or damaged during construction shall either be replaced or reset, as directed by the engineer, by a professional land surveyor at the contractor's expense.

*Replace standard spec 621.5 (2) with the following:*

Payment for Landmark Reference Monuments is full compensation for furnishing, placing, and protecting drive-in and existing monuments; for furnishing a professional land surveyor; for performing survey work; for replacing or resetting monuments if necessary; for preparing and delivering survey notes and tie sheets.

ncr-621-005 (20150127)

**24. Field Facilities.**

*Add the following to standard spec 642.3:*

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

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

ncr-642-005 (20160406)

## 25. Traffic Control.

*Add the following to standard spec 643.3.1:*

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

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

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

*Add the following to standard spec 104.6.1.2.2:*

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

ncr-643-005 (20190703)

## 26. Basic Traffic Queue Warning System, Item 643.1205.S.

### A Description

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing a basic traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and activating the system.

### B Materials

Provide Basic Traffic QWS components and software that is National Transportation Communications for ITS Protocol (NCTIP) compliant.

#### B.1 Portable Traffic Sensors (PTS)

Provide PTS that are nonintrusive and capable of capturing vehicle speed in mph. Integrate each sensor with a modem to communicate with the automated system manager.

#### B.2 Static Traffic Control Signs with Temporary Flashing Beacon Signs (FBS)

Provide static traffic control signs with temporary flashing beacon signs conforming to standard spec 658.2(2) for Traffic Signal Faces. Ensure each FBS is integrated with a modem, and other equipment (e.g., automated system manager) mounted on it, and acts as a single device for communicating with similarly integrated devices and displaying real-time traffic conditions.

#### B.3 Automated System Manager (ASM)

Provide an ASM that assesses current traffic data captured by the PTS and activates/deactivates the FBS based on predetermined speed thresholds.

#### B.4 System Communications

Ensure Basic Traffic QWS communications meet the following requirements:

1. Perform required configuration of the Basic Traffic QWS's communication system automatically during system initialization.
2. Communication between the server and any individual FBS or PTS are independent through the full range of deployed locations, and do not rely upon communications with any other FBS or PTS.
3. Incorporate an error detection/correction mechanism into the Basic Traffic QWS communication system to ensure the integrity of all traffic condition data.

#### B.5 System Acceptance

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



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

## **C Construction**

### **C.1 General**

Install and reposition Basic Traffic Queue Warning System per plan or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations ([DOTBTOWorkzone@dot.wi.gov](mailto:DOTBTOWorkzone@dot.wi.gov)) 14 calendar days before the pre-construction meeting.

PTS may be mounted on FBS, arrow board or other trailer devices.

Install PTS at the following locations:

1. Place first PTS within the lane closure taper.
2. Place second PTS 5,700 feet upstream of the lane closure taper or on FBS #3.
3. Place third PTS 2 miles upstream of the lane closure taper or on FBS #2.

Install FBS at the following locations, delineated by 5 drums:

1. Place first FBS (FBS #3) 5,700 feet upstream of the lane closure taper.
2. Place second FBS (FBS #2) 2 miles upstream of the lane closure taper.
3. Place third FBS (FBS #1) 3 miles upstream of the lane closure taper.

If there are more than 2 lanes or specified in the plans, place FBS on both sides of the roadway.

Number the devices in chronological order so they are visible from the shoulder with 6-inch white high reflective sheeting.

Provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system. A minimum of three days before deployment, place the Basic Traffic QWS and demonstrate to the department that the Basic Traffic QWS is operational.

Maintain the Basic Traffic QWS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon completion.

### **C.2 Reports**

Provide an electronic copy of a weekly summary report of all data via email to the engineer. Ensure the report includes, at a minimum, the average speed per sensor, time in congestive state per sensor and number of triggers per day.

### **C.3 Meetings**

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings as deemed necessary by the department. These meetings may be held in person or via teleconference, as scheduled by the department.

### **C.4 Programming**

#### **C.4.1 General**

Program the Basic Traffic QWS to ensure that the following general operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Automatic setting of the FBS to reflect current traffic flow status updated every 60 seconds for congestion. Ensure to remove a congestion message when 180 seconds of average traffic speeds above the current level are observed, or utilize a customized frequency as determined by the engineer.

3. The FBS activate based on pre-determined speed thresholds from the next downstream sensor.
  - FBS #3 shall activate based on traffic speeds at the PTS located within the lane closure taper.
  - FBS #2 shall activate based on traffic speeds at the PTS located approximately 1 mile upstream of lane closure taper, or at FBS #3.
  - FBS #1 shall activate based on traffic speeds at the PTS located 2 miles upstream of lane closure taper, or at FBS #2.
4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
  - Vehicle speeds
  - FBS triggers
  - Device locations
5. Archive all traffic data in a Microsoft Excel format with date and time stamps.
6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, FBS malfunctioning, PTS malfunction, loss of power, low battery, etc.
7. Automatically generate and send an email alert any time a user specified queue is detected by the system.
8. Ensure the system autonomously restarts in case of any power failure.

#### **C.4.2 System Operation Strategy**

Arrange for the vendor/manufacturer to coordinate system operation, detection, and trends/thresholds with the engineer.

The sequences below are a minimum requirement, but can be adjusted at the discretion of the engineer, are as follows:

##### **Free Flow:**

If the current PTS speed on a downstream section is at or above 40 mph, the next upstream FBS will not flash.

##### **Slow or Stopped Traffic:**

If the current PTS speed on a downstream section of the roadway is between the 39 mph and 0 mph (for example, 35 mph), the next upstream FBS shall flash.

#### **C.5 Calibration and Testing**

At the beginning of the project perform a successful field test and calibration at the Basic Traffic QWS location to verify the system is detecting accurate vehicle speeds, and accurately relaying the information to the ASM and the FBS.

Send email of successful calibration and testing to the engineer.

#### **D Measurement**

The department will measure Basic Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1205.S	Basic Traffic Queue Warning System	DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of FBS, PTS, ASM, and system communications.

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

Failure to correct the website within 24 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

The engineer will have sole discretion to assess the deductions for an improperly working Basic Traffic QWS.

stp-643-046 (20210113)

**27. Marking Outfall Epoxy.**

*Add the following to standard spec 646.3.1.1:*

Locate and stake all outfalls before milling the pavement with existing outfall markings.

*Add the following to standard spec 646.5(2):*

Payment for bid items under this section includes locating and staking outfalls.

**28. Salvage and Reinstall Apron Endwall for Underdrain, Item SPV.0060.01.**

**A Description**

This special provision describes removing the underdrain outfall endwall, storing the endwall, temporarily capping the outfall pipe, and re-installing the endwall as shown on the plans. Re-install the endwall according to details shown on the plans.

**B (Vacant)**

**C Construction**

Salvage the existing underdrain endwall and re-install the endwall according to standard spec 612.

**D Measurement**

The department will measure Salvage and Reinstall Apron Endwall for Underdrain at each endwall, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Salvage and Reinstall Apron Endwall for Underdrain	EACH

Payment is full compensation for removing existing underdrain endwall; for storing and protecting the salvaged endwall; for temporarily capping the existing outfall pipe; for re-installing the salvaged endwall; for furnishing all excavating and backfilling; and for disposing of all surplus materials.

**29. Reestablish Section Corner Monuments, Item SPV.0060.02.**

**A Description**

This special provision describes reestablishing section corner monuments.

**B Materials**

Provide one of the following survey monuments for each location: A Berntsen Steel Nail Marker, for placement in asphalt pavement; a Berntsen BP1 Brass Marker with anchoring plug for placement in concrete pavement; or a Berntsen Aluminum Break-Off Monument for placement in locations outside the pavement area.

**C Construction**

**C.1 General**

All survey work required to reestablish the survey monument from the reference monuments shall be performed by, or under the direction of, a professional land surveyor. Provide an updated county specified tie sheet(s) to the County Surveyor and the engineer. Provide county coordinates for all ties and monuments shown on the tie sheet(s). Obtain an example of the specified tie sheet(s) from the corresponding County Surveyor.

**C.2 Berntsen Steel Nail Marker**

Locate the exact position for the monument on the asphalt pavement. Drive the Berntsen Steel Nail Marker into the pavement until the top of the Steel Nail Marker is countersunk below the surrounding finished asphalt pavement as shown on the plan details.

### C.3 Berntsen BP1 Brass Marker

Drill a hole in the finished concrete pavement using a Berntsen Survey Marker Countersink Drill Bit, Item # BPMDRL. Insert the ribbed plastic expansion plug into the drilled hole. Tap the brass marker stem into the expansion plug until the top of the brass marker is countersunk below the surrounding finished concrete pavement as shown on the plan details.

### C.4 Berntsen Aluminum Break-off Monument

Install according to the pertinent provisions of standard spec 621.3 for Non-Driven Aluminum Monuments and the plan details.

### D Measurement

The department will measure Reestablish Section Corner Monuments by each individual section corner monument, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Reestablish Section Corner Monuments	EACH

Payment is full compensation for providing survey monuments; all excavation, backfilling, and drilling necessary to place section corner monuments; furnishing a professional land surveyor and all survey work; and preparing and delivering tie sheets.

ncr-621-010 (20150430)

## 30. Adjusting Cable Barrier Type 1, Item SPV.0090.01.

### A Description

This special provision describes adjusting socketed high-tension TL-4 cable guard meeting the National Cooperative Highway Research Program (NCHRP) Report 350, Test Level 4.

### B Materials

Adjust the existing cable barrier system previously installed in 2020 by others, Safence TL-3, 4 cable system.

Provide a calibrated tension gauge for the Safence TL-3, 4 cable system.

### B.2 Design Requirements

Thirty days before installation provide the engineer with two sets of manufacturer prepared drawings, Wisconsin P.E. stamped calculations, documentation, notes, plan details, and construction specifications. Provide required information in a PDF format or other in electronic format that the department can review information.

Obtain prior approval from the Bureau of Project Development (Erik Emerson at (608) 266-2842) for all hardware substitutions before delivering the hardware on the project.

### C Construction

Prior to adjusting the existing cable barrier system, inspect the existing cable barrier system(s) to be adjusted for condition and compatibility.

Loosen the cable barrier system to accommodate construction activities in the area of adjustment including grading and installation of new bases.

Remove existing posts from sleeves embedded in the concrete bases that will be impacted by guardrail grading operations. Remove and dispose of the concrete bases according to standard spec 204. The anticipated number of concrete bases to be removed are shown in the plans.

Install new concrete bases to the adjusted elevations.

Construct concrete as specified in standard spec 501.

Construct steel reinforcement as specified in standard spec 505.

Tension the cable according to the manufacturer's recommendations at the time of installation, and then check and adjust approximately three weeks after installation. If system is not maintaining proper tension, adjust tension and return three weeks later. Provide engineer documentation of date, time, location, tension value, and who checked the tension for each barrier run.

Use only one-half the available adjustment in each turnbuckle or tension adjustment connection to achieve manufacturer's recommended tension values.

Manufacturer is to certify that the installation was done according to manufacturer's recommendations and the plan requirements. Provide this documentation to the engineer.

The engineer will allow the contractor to open the barrier system to traffic if concrete attains manufacturer's compressive strength. Without compressive strength information, the engineer may allow the contractor to remove traffic control devices after 14 equivalent curing days. Equivalent curing days are defined in standard spec 415.3.

#### **D Measurement**

The department will measure Adjusting Cable Barrier Type 1 by the linear foot, acceptably completed, measured within the length of adjustment and rounded to the nearest linear foot.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Adjusting Cable Barrier Type 1	LF

Payment is full compensation for designing cable barrier adjustments, removal and disposal of existing concrete bases, installing new concrete bases, reinstalling, adjusting and tensioning the cable barrier system.

### **31. Concrete Curb & Gutter HES 4-Inch Sloped 36-Inch Type TBT, Item SPV.0090.02.**

#### **A Description**

This special provision describes constructing concrete curb and concrete curb & gutter according to the requirements of standard spec 601.

#### **B Materials**

Provide concrete that conforms to the requirements for high early strength concrete according to standard spec 501.

#### **C (Vacant)**

#### **D Measurement**

The department will measure Concrete Curb and Gutter HES 4-Inch Sloped 36-Inch Type TBT in length by the linear foot, acceptably completed according to standard spec 601.4.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Concrete Curb & Gutter HES 4-Inch Sloped 36-Inch Type TBT	LF

Payment will be made according to standard spec 601.5.

ncr-601-010 (20141015)

### **32. Resin Binder High Friction Surface Treatment, Item SPV.0180.01.**

#### **A Description**

This special provision describes providing a high friction surface treatment (HFST) composed of aggregate in a resin binder on HMA or concrete pavements.

## B Materials

### B.1 Resin Binder

Supply a two-part thermosetting resin binder which is compatible with the pavement type, bonds to the pavement surface, holds the aggregate firmly in place in a broad range of climates including below-freezing temperatures, and meets the requirements specified in Table 1. Supply a primer if recommended by the resin binder manufacturer.

**TABLE 1. Resin Binder Properties**

Property	Requirements	Test Method*
Viscosity	7 – 30 poises	ASTM D2556 1-pint specimen
Gel Time	10-minute minimum	AASHTO M 235M/M 235 Type III
Ultimate Tensile Strength	2,000 – 5,000 psi @ 7 days	AASHTO M 235M/M 235 Type III
Elongation at Break	30% - 70% @ 7 days	AASHTO M 235M/M 235 Type III
Compressive Strength	≥ 1000 psi @ 3 hrs and ≥ 5000 psi @ 7 days	ASTM C579
Water Absorption	≤ 1.0 % @ 24-hr	AASHTO M 235M/M 235 Type III
Shore D Hardness	60 – 80 @ 7 days	ASTM D2240** Type 1 precision, Type D Method
Cure Rate	≤ 3 hours (Dry Through Time)	ASTM D1640 50-55 wet mil thickness**
Adhesive Strength	250 psi @ 24 hours or 100% substrate failure	ASTM D4541**

\* Prepare samples per manufacturer's recommendation; cure two sets of specimens at 73 ± 2° F and the at 50 ± 2° F; and test all specimens at 73 ± 2° F.

\*\* Conduct testing on applicable pavement type.

### B.2 Aggregate

Furnish calcined bauxite aggregate that is fractured or angular in shape; resistant to polishing and crushing; clean and free of surface moisture; free from silt, clay, asphalt, or other organic materials; compatible with the resin binder; and meet the properties and gradation requirements in Tables 2 and 3. Check with resin binder manufacturer for any compatibility requirements or concerns. The calcined bauxite will be delivered to the construction site in clearly labeled packaging, which protects the aggregate from any contaminants on the jobsite and from exposure to rain or other moisture.

**TABLE 2. Aggregate Properties**

Property	Requirements	Test Method
Moisture Content	≤ 0.2%	AASHTO T 255
Fine Aggregate Angularity	≥ 45%	AASHTO T 304, Method A
LA Wear	≤ 10% loss @ 100 revolutions and ≤ 25% loss @ 500 revolutions	AASHTO T 96
Freeze-Thaw Soundness	≤ 9% loss @ 50, 16, or 25 cycles using Procedure A, B, or C, respectively	AASHTO T 103
Aluminum oxide	≥ 87%	ASTM C 25

**TABLE 3. Aggregate Gradation (AASHTO T27)**

Sieve Size	% Passing by Weight
No. 4	100
No. 6	95-100
No. 16	0-5
No. 30	0-1

**B.3 Approval of High Friction Surface Treatment**

A minimum of 20 working days before applying HFST, submit product data sheets and specifications from the manufacturer, and a certified test report from an independent laboratory verifying that the resin binder and the calcined bauxite aggregate meet all the requirements specified in Tables 1, 2 and 3. Documents must be dated within three years of project letting date and must be representative of the material used on the project.

If resin binder has not been previously used in Wisconsin, also submit a list of at least five reference projects where the resin binder has been used for similar applications and in locations that have similar climatic conditions as Wisconsin. Supply a description of the projects along with contact information of the facility owner.

If the engineer requests, provide samples of the resin binder and aggregate for department testing before applying HFST.

**C Construction****C.1 General**

Provide documentation showing HFST application experience from at least three previous projects completed for the department or other agencies.

Conduct a meeting with the resin binder manufacturer representatives before applying HFST to establish procedures for maintaining optimum working conditions and coordination of the work. Submit recommended application procedures, including quality control practices, to the engineer for approval. Ensure that a resin binder manufacturer representative is on site to provide technical assistance and quality assurance during surface preparation and for application of HFST.

Ensure that the resin binder components maintain their original properties during storage and handling. Store all aggregate in a dry environment and protect from contaminants on the job site.

## **C.2 Pavement Surface Preparation**

### **C.2.1 Pavement Surface Repair**

Remove visibly unsound or disintegrated areas of the pavement surface as the plans show or the engineer directs.

Check with resin binder manufacturer to ensure that products used for pavement repairs or patches are compatible with the resin HFST. Ensure that any new concrete or repairs are fully cured before placing the HFST. Allow a minimum 30-day curing time after placing new asphalt or concrete pavement before installing HFST.

### **C.2.2 Surface Preparation**

Cover and protect utilities, drainage structures, expansion joints on bridge decks, and other structures within or adjacent to the application location to prevent materials from adhering to or entering those structures.

Remove pavement markings that are within the treatment area. Cover existing pavement markings adjacent to the application if they are to remain in place.

Pretreat all joints and cracks, or any portion of cracks, that are greater than ¼ inch wide, with the mixed binder resin system specified herein. Once the binder resin in the pretreated area has galled, the installation may proceed.

Completely remove any grease, oil or other deleterious materials resting on the pavement surface with a mild detergent solution, rinsed with clean potable water, and dried using a hot compressed air lance. Ensure the pavement surface has no curing compound, loosely bonded mortar, pavement marking, or other foreign matter resting on the pavement surface.

Sufficiently clean HMA pavement surface using mechanical sweepers and high-pressure air wash with sufficient oil traps, just before applying HFST. Mechanically sweep all surfaces to remove dirt, loose aggregate, debris, and deleterious material. Vacuum sweep or air wash using a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of surface.

Clean concrete pavement surface by shot blasting and vacuum sweeping. Shot blast all surfaces to remove all curing compound, loosely bonded mortar, surface carbonation, and deleterious material. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of the surface.

If the engineer requires additional verification of adequate surface preparation of the pavement, test the bond strength according to ASTM D4541. The surface is acceptable if the tensile bond strength is greater than or equal to 250 psi, or failure is in the substrate. Repeat cleaning, and testing, if needed, until passing test results are obtained or the surface is acceptable to the engineer.

Keep vehicles and unnecessary equipment off the cleaned surface; only allow HFST application equipment on the clean surface. Apply HFST as soon as possible after pavement surface preparations are completed.

## **C.3 Application of the HFST**

Do not apply the HFST if any of the following exists:

- Pavement surface is wet, damp, or has received rainfall in the previous 24 hours.
- Pavement surface is not sufficiently clean.
- Ambient air or pavement surface temperature is below 50° F or below the manufacturer's recommendations.
- If the anticipated weather conditions would prevent adequate curing of the HFST.
- Rain is predicted before HFST completion or proper cure is achieved.
- Pavement preparation is inadequate or didn't pass pull-off test.

Close treatment areas to traffic until HFST is completely cured and pavement surface has been vacuum-swept.

Construct HFST to the full width of the existing pavement surface, as the plans show, or engineer directs. Extend the HFST application 2'-3' onto the shoulders if application site is on a curve where no rumble



strip occurs. If the rumble strip exists, apply HFST only on the lane not in the shoulder. Apply as a single layer 1/8 inch to 1/4 inch thick.

Apply a primer to the pavement surface if recommended by the resin binder manufacturer, and according to their application recommendations. Abide by the established quality control practices and adhere to any additional manufacturer recommendations for HFST application.

Blend and mix the resin binder components at the manufacturer's specified ratio using equipment capable of providing the desired results.

Apply the resin binder uniformly over the pavement surface manually or with automated equipment at a uniform thickness of 50-65 mils (25-32 ft<sup>2</sup>/gal). Use enough resin to cover the pavement surface and sufficiently embed half the thickness of the aggregate; do not apply so much that it covers the aggregate and creates a slick surface. Adjust application rate, as needed, based on the pavement surface type, profile, and condition.

If using automated equipment, the binder resin system manufacturer shall approve the use of automated continuous application device with their material. Ensure that the equipment features positive displacement, volumetric metering, and can store, mixing, heating, monitoring, and distributing the binder components at the proper mix ratio. Adjust the pressure and the speed of the equipment to achieve the proper application thickness. Coverage rate is based upon expected variance in the surface profile of the pavement.

Do not contaminate the wet binder or allow the binder material to separate or cure and impair bonding of the aggregate.

Immediately after applying the resin binder, distribute a sufficient quantity of dry calcined bauxite aggregate to completely cover the resin binder by hand broadcasting or by using a standard chip spreader or equivalent machine. Ensure aggregate is placed within five minutes of the resin binder placement, before it begins to cure. When broadcasting, sprinkle or drop the aggregate onto the resin binder vertically. Do not distribute aggregate in a way that will cause it to roll in the resin binder before coming to a rest; do not push the aggregate into position with a broom or any other hand tool. If using a chip spreader, the machine shall follow closely behind the crew or equipment applying the resin binder. Immediately cover any visible wet or bare spots, or areas with excessive binder, with additional calcined bauxite aggregate before the resin binder begins to set.

Allow the HFST to properly cure, adhering to manufacturer recommendations for minimum cure times at applicable temperatures.

After the HFST is fully cured, remove excess loose surface aggregate by sweeping, blowing, or vacuuming. Do not tear or otherwise damage the surface. Excess calcined bauxite aggregate that is recovered by a vacuum sweeper can be reused if clean, uncontaminated, and dry. Remove and replace damaged areas or areas with excess or insufficient aggregate coverage. Uncover pavement markings and repair damages that occur by covering and uncovering markings. Clean expansion joints, utilities, and drainage structures of all debris before opening to traffic.

Additionally, within 3 to 7 days after opening to traffic, the contractor shall vacuum sweep the pavement surface to remove loosened aggregate from the high friction surface area, the shoulders, and any other areas within and immediately adjacent to the HFST site.

#### **D Measurement**

The department will measure Resin Binder High Friction Surface Treatment by the square yard, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Resin Binder High Friction Surface Treatment	SY

Payment is full compensation for testing materials; for surface preparation; for providing the HFST; for cleanup including uncovering and restoration of pavement markings; and for vacuum sweeping and disposing of excess material after the completion and again 3 to 7 days after completion.

The department will pay for pavement repairs and traffic control separately under other contract bid items or, absent the appropriate bid items, as extra work.

BTS (20190320)

## **ADDITIONAL SPECIAL PROVISION 4**

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

### **Payment to First-Tier Subcontractors**

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

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

### **Payment to Lower-Tier Subcontractors**

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

### **Acceptance and Final Payment**

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

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## Additional Special Provision 6 (ASP-6)

### Modifications to the standard specifications

*Make the following revisions to the standard specifications:*

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#### 108 Prosecution and Progress

*Add subsection 108.9.4.1 effective with the November 2023 letting:*

##### 108.9.4.1 Winter Suspension for Completion Date Contracts

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

#### 108.10.2 Excusable, Non-Compensable Delays

##### 108.10.2.1 General

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

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

#### 108.10.3 Excusable Compensable Delays

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

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

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

**310 Open Graded Base**

**310.2 Materials**

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

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

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

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

[1] Size according to AASHTO M43.

**390 Base Patching**

**390.4 Measurement**

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

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

**390.5 Payment**

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

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

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

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

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

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

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

Blended aggregate gradations:

Drum plants:

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

Batch plants:

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

Asphalt content (AC) in percent:

Determine AC using one of the following methods:

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

Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

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

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VMA by calculation according to WTM R35.

#### 460.2.8.3.1.4 Department Verification Testing Requirements

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

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

#### 460.3.3.2 Pavement Density Determinations

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

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

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### 503 Prestressed Concrete Members

#### 503.2.2 Concrete

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

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

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### 604 Slope Paving

#### 604.2 Materials

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

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

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

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

[1] Size according to AASHTO M43.

**612 Underdrains**

**612.3.9 Trench Underdrains**

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

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

**614 Semi-rigid Barrier Systems and End Treatments**

**614.2.6 Sand Barrel Arrays**

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

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

**TABLE 614-2 FINE AGGREGATE GRADATION**

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

**628 Erosion Control****628.2.13 Rock Bags**

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

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

**639 Drilling Wells****639.2.1 General**

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

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

**652 Electrical Conduit****652.3.1.2 Installing Underground**

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

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

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**ERRATA**

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**390.3.4 Special High Early Strength Concrete Patching**

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

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



## ADDITIONAL SPECIAL PROVISION 7

### A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction

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

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

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

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

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

## **ADDITIONAL SPECIAL PROVISION 9**

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

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

## NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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

## BUY AMERICA PROVISION

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

### 1. Iron and Steel

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

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

### 2. Manufactured Product

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

### 3. Construction Material

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

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

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

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

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

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

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

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

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

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



Proposal Schedule of Items

Proposal ID: 20240514026 Project(s): 1166-12-78

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	7.000 STA	_____.	_____.
0004	204.0100 Removing Concrete Pavement	420.000 SY	_____.	_____.
0006	204.0115 Removing Asphaltic Surface Butt Joints	3,195.000 SY	_____.	_____.
0008	204.0120 Removing Asphaltic Surface Milling	496,070.000 SY	_____.	_____.
0010	204.0165 Removing Guardrail	10,175.000 LF	_____.	_____.
0012	204.0180 Removing Delineators and Markers	2.000 EACH	_____.	_____.
0014	204.0190 Removing Surface Drains	11.000 EACH	_____.	_____.
0016	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0018	204.0220 Removing Inlets	1.000 EACH	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 01. 12-Inch	275.000 LF	_____.	_____.
0022	204.0245 Removing Storm Sewer (size) 02. 36-Inch	44.000 LF	_____.	_____.
0024	204.9090.S Removing (item description) 01. Removing Concrete Curb Head	65.000 LF	_____.	_____.
0026	205.0100 Excavation Common	1,334.000 CY	_____.	_____.
0028	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 1166-12-78	1.000 EACH	_____.	_____.
0030	211.0400 Prepare Foundation for Asphaltic Shoulders	87.000 STA	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	213.0100 Finishing Roadway (project) 01. 1166-12-78	1.000 EACH	_____.	_____.
0034	305.0110 Base Aggregate Dense 3/4-Inch	4,610.000 TON	_____.	_____.
0036	305.0120 Base Aggregate Dense 1 1/4-Inch	2,400.000 TON	_____.	_____.
0038	390.0100 Removing Pavement for Base Patching	155.000 CY	_____.	_____.
0040	390.0201 Base Patching Asphaltic	105.000 TON	_____.	_____.
0042	390.0305 Base Patching Concrete HES	44.000 CY	_____.	_____.
0044	416.0620 Drilled Dowel Bars	240.000 EACH	_____.	_____.
0046	455.0605 Tack Coat	35,120.000 GAL	_____.	_____.
0048	460.0115.S HMA Pavement Test Strip Volumetrics	1.000 EACH	_____.	_____.
0050	460.0120.S HMA Pavement Test Strip Density	1.000 EACH	_____.	_____.
0052	460.2000 Incentive Density HMA Pavement	36,080.000 DOL	1.00000	36,080.00
0054	460.6223 HMA Pavement 3 MT 58-28 S	610.000 TON	_____.	_____.
0056	460.6424 HMA Pavement 4 MT 58-28 H	16,035.000 TON	_____.	_____.
0058	460.8424 HMA Pavement 4 SMA 58-28 H	39,730.000 TON	_____.	_____.
0060	460.9000.S Material Transfer Vehicle	1.000 EACH	_____.	_____.
0062	465.0105 Asphaltic Surface	705.000 TON	_____.	_____.



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Federal ID(s): N/A

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	465.0110 Asphaltic Surface Patching	520.000 TON	_____.	_____.
0066	465.0510 Asphaltic Rumble Strips, Shoulder Divided Roadway	116,680.000 LF	_____.	_____.
0068	520.8000 Concrete Collars for Pipe	2.000 EACH	_____.	_____.
0070	521.1615 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 10 to 1	1.000 EACH	_____.	_____.
0072	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	1.000 EACH	_____.	_____.
0074	602.3015 Concrete Surface Drains HES	21.000 CY	_____.	_____.
0076	606.0200 Riprap Medium	185.000 CY	_____.	_____.
0078	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	12.000 LF	_____.	_____.
0080	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	88.000 LF	_____.	_____.
0082	608.3015 Storm Sewer Pipe Class III-A 15-Inch	82.000 LF	_____.	_____.
0084	611.0642 Inlet Covers Type MS	2.000 EACH	_____.	_____.
0086	611.2006 Manholes 6-FT Diameter	1.000 EACH	_____.	_____.
0088	611.3902 Inlets Median 2 Grate	1.000 EACH	_____.	_____.
0090	611.9705 Salvaged Manhole Covers	1.000 EACH	_____.	_____.
0092	612.0204 Pipe Underdrain Unperforated 4-Inch	275.000 LF	_____.	_____.





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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	614.0010 Barrier System Grading Shaping Finishing	42.000 EACH	_____.	_____.
0096	614.0220 Steel Thrie Beam Bullnose Terminal	10.000 EACH	_____.	_____.
0098	614.0230 Steel Thrie Beam	975.000 LF	_____.	_____.
0100	614.0396 Guardrail Mow Strip Asphalt	50.000 SY	_____.	_____.
0102	614.2300 MGS Guardrail 3	7,412.500 LF	_____.	_____.
0104	614.2330 MGS Guardrail 3 K	775.000 LF	_____.	_____.
0106	614.2340 MGS Guardrail 3 L	100.000 LF	_____.	_____.
0108	614.2500 MGS Thrie Beam Transition	1,111.400 LF	_____.	_____.
0110	614.2610 MGS Guardrail Terminal EAT	35.000 EACH	_____.	_____.
0112	614.2620 MGS Guardrail Terminal Type 2	12.000 EACH	_____.	_____.
0114	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1166-12-78	1.000 EACH	_____.	_____.
0116	619.1000 Mobilization	1.000 EACH	_____.	_____.
0118	621.0100 Landmark Reference Monuments	4.000 EACH	_____.	_____.
0120	624.0100 Water	75.000 MGAL	_____.	_____.
0122	625.0100 Topsoil	2,290.000 SY	_____.	_____.
0124	628.1504 Silt Fence	22,090.000 LF	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	628.1520 Silt Fence Maintenance	22,090.000 LF	_____.	_____.
0128	628.1905 Mobilizations Erosion Control	12.000 EACH	_____.	_____.
0130	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0132	628.2008 Erosion Mat Urban Class I Type B	2,310.000 SY	_____.	_____.
0134	628.7005 Inlet Protection Type A	20.000 EACH	_____.	_____.
0136	628.7504 Temporary Ditch Checks	510.000 LF	_____.	_____.
0138	628.7555 Culvert Pipe Checks	35.000 EACH	_____.	_____.
0140	628.7570 Rock Bags	785.000 EACH	_____.	_____.
0142	629.0210 Fertilizer Type B	1.500 CWT	_____.	_____.
0144	630.0120 Seeding Mixture No. 20	4.000 LB	_____.	_____.
0146	630.0130 Seeding Mixture No. 30	33.000 LB	_____.	_____.
0148	630.0500 Seed Water	50.000 MGAL	_____.	_____.
0150	633.0100 Delineator Posts Steel	5.000 EACH	_____.	_____.
0152	633.0500 Delineator Reflectors	5.000 EACH	_____.	_____.
0154	633.5200 Markers Culvert End	2.000 EACH	_____.	_____.
0156	634.0614 Posts Wood 4x6-Inch X 14-FT	22.000 EACH	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0158	634.0616 Posts Wood 4x6-Inch X 16-FT	27.000 EACH	_____.	_____.
0160	634.0618 Posts Wood 4x6-Inch X 18-FT	8.000 EACH	_____.	_____.
0162	634.0620 Posts Wood 4x6-Inch X 20-FT	3.000 EACH	_____.	_____.
0164	637.2230 Signs Type II Reflective F	5.000 SF	_____.	_____.
0166	638.2102 Moving Signs Type II	48.000 EACH	_____.	_____.
0168	638.3000 Removing Small Sign Supports	58.000 EACH	_____.	_____.
0170	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0172	643.0300 Traffic Control Drums	55,868.000 DAY	_____.	_____.
0174	643.0420 Traffic Control Barricades Type III	3,152.000 DAY	_____.	_____.
0176	643.0705 Traffic Control Warning Lights Type A	6,395.000 DAY	_____.	_____.
0178	643.0715 Traffic Control Warning Lights Type C	1,874.000 DAY	_____.	_____.
0180	643.0800 Traffic Control Arrow Boards	280.000 DAY	_____.	_____.
0182	643.0900 Traffic Control Signs	10,318.000 DAY	_____.	_____.
0184	643.0920 Traffic Control Covering Signs Type II	116.000 EACH	_____.	_____.
0186	643.1050 Traffic Control Signs PCMS	126.000 DAY	_____.	_____.
0188	643.1051 Traffic Control Signs PCMS with Cellular Communications	259.000 DAY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240514026 Project(s): 1166-12-78

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0190	643.1070 Traffic Control Cones 42-Inch	336.000 DAY	_____.	_____.
0192	643.1205.S Basic Traffic Queue Warning System	120.000 DAY	_____.	_____.
0194	643.3165 Temporary Marking Line Paint 6-Inch	30,870.000 LF	_____.	_____.
0196	643.3180 Temporary Marking Line Removable Tape 6-Inch	37,530.000 LF	_____.	_____.
0198	643.3280 Temporary Marking Line Removable Tape 10-Inch	890.000 LF	_____.	_____.
0200	643.3960 Temporary Marking Removable Mask Out Tape 6-Inch	790.000 LF	_____.	_____.
0202	643.3970 Temporary Marking Removable Mask Out Tape 10-Inch	330.000 LF	_____.	_____.
0204	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0206	645.0120 Geotextile Type HR	560.000 SY	_____.	_____.
0208	646.2020 Marking Line Epoxy 6-Inch	11,040.000 LF	_____.	_____.
0210	646.2025 Marking Line Grooved Black Epoxy 6-Inch	28,370.000 LF	_____.	_____.
0212	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	322,845.000 LF	_____.	_____.
0214	646.4020 Marking Line Epoxy 10-Inch	1,640.000 LF	_____.	_____.
0216	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	19,650.000 LF	_____.	_____.



Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	646.5020 Marking Arrow Epoxy	26.000 EACH	_____.	_____.
0220	646.5120 Marking Word Epoxy	13.000 EACH	_____.	_____.
0222	646.5520 Marking Outfall Epoxy	315.000 EACH	_____.	_____.
0224	646.6120 Marking Stop Line Epoxy 18-Inch	190.000 LF	_____.	_____.
0226	646.7220 Marking Chevron Epoxy 24-Inch	1,375.000 LF	_____.	_____.
0228	646.9000 Marking Removal Line 4-Inch	2,500.000 LF	_____.	_____.
0230	650.4000 Construction Staking Storm Sewer	5.000 EACH	_____.	_____.
0232	650.4500 Construction Staking Subgrade	1,300.000 LF	_____.	_____.
0234	650.5000 Construction Staking Base	1,300.000 LF	_____.	_____.
0236	650.8000 Construction Staking Resurfacing Reference	152,710.000 LF	_____.	_____.
0238	650.9911 Construction Staking Supplemental Control (project) 01. 1166-12-78	1.000 EACH	_____.	_____.
0240	650.9920 Construction Staking Slope Stakes	1,300.000 LF	_____.	_____.
0242	653.0900 Adjusting Pull Boxes	3.000 EACH	_____.	_____.
0244	690.0150 Sawing Asphalt	2,410.000 LF	_____.	_____.
0246	690.0250 Sawing Concrete	1,013.000 LF	_____.	_____.
0248	740.0440 Incentive IRI Ride	88,280.000 DOL	1.00000	88,280.00



Proposal Schedule of Items

Proposal ID: 20240514026 Project(s): 1166-12-78

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
0250	SPV.0060 Special 01. Salvage and Reinstall Apron Endwall for Underdrain	25.000 EACH	_____.	_____.
0252	SPV.0060 Special 02. Reestablish Section Corner Monuments	1.000 EACH	_____.	_____.
0254	SPV.0090 Special 01. Adjusting Cable Barrier Type 1	630.000 LF	_____.	_____.
0256	SPV.0090 Special 02. Concrete Curb & Gutter HES 4-Inch Sloped 36-Inch Type TBT	785.000 LF	_____.	_____.
0258	SPV.0180 Special 01. Resin Binder High Friction Surface Treatment	9,680.000 SY	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.

**PLEASE ATTACH ADDENDA HERE**