

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **010**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Shawano	6580-10-61	N/A	Clintonville - Howard; Herman Creek Guardrail Restoration	STH 156

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

Proposal Guaranty Required: \$40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: August 8, 2023 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 45 Working Days	
Assigned Disadvantaged Business Enterprise Goal <b>0%</b>	
This contract is exempt from federal oversight.	

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

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

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

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

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

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

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

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

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

Notary Seal

<b>Type of Work:</b> <b>For Department Use Only</b> Excavation Common, Excavation Marsh, Base, Asphaltic Surface, Guardrail, Plantings, Pavement Marking.	
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**

**NOTARY FOR SURETY**

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

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

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

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

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

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

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

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

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

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

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

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

**Notary Seal**

**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 13, 2023

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 6580-01-61, Clintonville – Howard, Herman Creek Guardrail Restoration, STH 156, Shawano 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, 2023 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 (20230113)

#### 2. Scope of Work.

The work under this contract shall consist of tree clearing and grubbing, grading, MGS guardrail, base aggregate dense, riprap, milling, HMA pavement, plantings, restoration, traffic control, pavement markings, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

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

Provide the time frame for construction of the project within the 2023 and 2024 construction seasons to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

##### Work Restrictions

Do not remove existing guardrail prior to June 16, 2024.

##### Fall Suspension

The schedule of operations as required under standard spec 108.9.2 shall provide for temporary erosion control for clearing and grubbing.

Winter Shutdown will commence with the completion of the erosion control required for clearing and grubbing in the fall of 2023. Do not resume work until spring of 2024, unless approved by the engineer. Provide a start date in writing at least 14 days prior to the start of construction in 2024. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Tree clearing may occur during the fall suspension. Coordinate tree clearing activities with the engineer at least 10 days prior to the planned start of work.

##### Milled Surfaces

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. Provide an even cross-section profile of each lane prior to reopening to traffic. An uneven profile within each lane is not allowed except within a flagging operation.

## **Flagging Restrictions**

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

Place Asphaltic Surface Patching before areas are opened to traffic or when flaggers are present to direct traffic through the work areas.

ncr-108-015 (20111005)

## **Fish Spawning**

There shall be no instream disturbance of Herman Creek as a result of construction activity under or for this contract, from March 1st to June 15th, both dates inclusive, in order to avoid adverse impacts upon the spawning of multiple fish species.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and WisDNR.

## **In-Stream Work**

Contact the region WisDNR Representative and NC Region Environmental Coordinator, Bree Richardson, (715) 315-8058, [bree.richardson@dot.wi.gov](mailto:bree.richardson@dot.wi.gov) at least 14 days prior to the start of in-stream work.

## **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.

To avoid adverse impacts upon the NLEBs, no tree clearing is allowed between April 1 and October 31, both dates inclusive. If the required tree clearing is not completed by March 31, the department will suspend all tree clearing and associated work directly impacted by clearing.

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

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

Upon approval from the engineer, working day assessments may be suspended once clearing operations are completed by March 31.

#### 4. Traffic.

Keep STH 156 open to traffic at all times during the construction project. Maintain one lane of traffic with temporary signals or flagging operations during construction.

Keep all side roads open to traffic at all times during the construction project. Maintain vehicular access for all emergency vehicles. Maintain access to all farms, farm fields, businesses, and residential properties at all times, except for milling or paving operations immediately adjacent to the access. Do not allow extended closures of access without approval of the engineer and written permission of the property owner. Provide property owners notice of an access closure at least 48 hours in advance of the closure. Keep at least one access open to properties with multiple accesses during construction operations.

Maintain traffic with a minimum of 11-foot paved travel lanes on STH 156 unless otherwise noted within the article or in the plans.

#### Wisconsin Lane Closure System Advance Notification

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

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

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

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

#### 5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 156 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, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day;
- From noon Friday, May 24, 2024 to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Wednesday, July 3, 2024 to 6:00 AM Friday, July 5, 2024 for Independence Day;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day.

The single lane closure may remain in place during the above holidays.

stp-107-005 (20210113)

#### 6. Utilities.

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

stp-107-065 (20080501)



There are known underground and overhead utility facilities located near or within the project limits. The contractor shall coordinate his construction activities with a call to Diggers Hotline or a direct call to utilities, which have facilities in the area, as required per statutes. The contractor shall use caution to ensure the entirety of underground facilities and shall maintain code clearance from overhead facilities at all times.

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

- **Astrea (Communication)**
- **Brightspeed of Central Wisconsin, LLC (Communication)**
- **CenturyLink Communications, LLC (Communication)**
- **We Energies (Electric)**
- **Wisconsin Public Service Corporation (Gas/Petroleum)**

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

## 7. Other Projects

Work may be occurring concurrently on:

### **6240-30-71:**

STH 47, Burdick Street to Shawano County Line, Outagamie County

Work includes milling and overlay of existing pavement. Construction is currently scheduled for 2024.

Contact Jesse Hansen, WisDOT Project Manager at (920) 492-5630 or [jesse.hansen@dot.wi.gov](mailto:jesse.hansen@dot.wi.gov) for more information.

### **6243-05-73:**

STH 47, Outagamie County Line to STH 29, Shawano County

Work includes milling and overlay of existing pavement. Construction is currently scheduled for 2024.

Contact Michelle Guoin, WisDOT Design Project Manager at (715) 365-5792 or [michelle.guoin@dot.wi.gov](mailto:michelle.guoin@dot.wi.gov) for more information.

ncr-OtherProjects (20220820)

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

The department has received written verification of coverage under the Section 404 Transportation Regional General Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Bree Richardson at (715) 315-8058.

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

stp-107-054 (20230113)

## 9. Construction Over or Adjacent to Navigable Waters.

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

stp-107-060 (20171130)

6580-10-61

## 10. 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)

## 11. Information to Bidders, Temporary Wetland Impacts

Wetlands impacted temporarily by construction activities are outlined in the plans. Methods of protecting and restoring these areas are to be outlined in the ECIP. If restoration is needed in the disturbed areas, use topsoil, temporary seed, and erosion mat.

## 12. Environmental Protection - Dewatering.

*Add the following to standard spec 107.18:*

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

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

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

### **13. 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)

Within three calendar days after completing grading along the creek banks, place riprap and any other permanent erosion control measures required by the contract or deemed necessary by the engineer within the disturbed creek bank areas to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

Use only biodegradable non-netted matting (e.g., Class I Type A Urban, Class I Type B Urban, or Class II Type C) erosion control revegetative mats (ECRM) from the PAL along stream and wetland corridors where temporary erosion control methods are dependent on contractor means and methods. Do not use fine mesh matting that is tied or bonded at the mesh intersection such that the openings in the mesh are fixed in size. Use only biodegradable staples or anchors.

### **14. Erosion Control Implementation Plan (ECIP).**

*Replace standard spec 107.20 (3), sentence 3 with the following:*

Prepare the ECIP according to CMM 645, except submit the ECIP at least 21 days before the preconstruction conference, or at a time agreed upon by the engineer, and the contractor. Provide the information enumerated in the department form DT1073.

### **15. Public Convenience and Safety.**

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

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

- Shawano County Sheriff's Department
- Wisconsin State Patrol
- Shawano County Highway Department
- Town of Lessor
- Bonduel School District
- Seymour School District
- Pulaski School District
- Pulaski Post Office

The Shawano 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)

## **16. Drop Off Protection**

*Replace standard spec 104.6.1.2.3 (4) with the following:*

If a 12-inch or greater vertical drop-off or edge slope steeper than 3:1 exists between 8 and 15 feet of a traveled way with a posted speed limit of 55 mph or greater, eliminate or use temporary concrete barrier to protect that drop-off within 72 hours or before a weekend or holiday whichever comes first.

## **17. Hazard Protection on Roads Open to All Traffic**

*Replace standard spec 104.6.1.2.4 (2) with the following:*

On roads open to all traffic, use temporary traffic control drums to delineate bridge abutments, concrete barrier blunt ends, sign bridge foundations, drainage structures, and slopes exposed by removing permanent protective measures by the end of the work day. Eliminate the need for delineation within 72 hours or before noon on the Friday after removing permanent roadside safety devices whichever comes first.

## **18. Property Marks – Protecting and Restoring.**

*Replace standard spec 107.11.3 (1) with the following:*

Protect and carefully preserve all known property and survey marks, land monuments, and right-of-way monuments and marker posts. Notify the engineer of the nature and location of these monuments and markers. Do not disturb or destroy monuments or markers until the engineer has arranged for their referencing or perpetuation.

Reset or replace, to the required standard, any property and survey marks, land monuments, and right-of-way monuments and marker posts that fall outside the construction limits that are shifted, lost or damaged by the contractor during construction operations, as determined by the engineer. If the contractor fails to restore the disturbed monuments or markers within a reasonable time, the department may, upon 48 hours written notice, restore the disturbed monuments or markers. The department will deduct restoration costs from payments due the contractor under the contract.

ncr-107-010 (20110531)

## **19. 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 standard spec 450.3.2.7.

ncr-465-005 (20220530)

## 20. Erosion Mat

*Replace standard spec 628.3.2(2) with the following:*

(2) Install as the manufacturer specifies except as follows:

1. Do not use single roll material less than 6 feet wide in channels.
2. Entrench the initial upstream leading edges of mat on slopes and channels. Place subsequent downstream mat layers in a manner that creates a shingling effect. Provide a trench meeting the details shown in the manufacturer specifications. If the manufacturer does not specify trench dimensions, the minimum trench dimensions shall be 6 inches wide by 6 inches deep.
3. Entrench all edges of mat along curb and gutter to a minimum depth of 3 inches.
4. For erosion mats classified as urban:
  - Do not overlap mat edges by more than 3 inches.
  - Anchor the mat using anchoring devices from the PAL.

## 21. Plant Establishment Period

*Replace the following with standard spec 632.3.18.1:*

A plant establishment period of one-year must follow the completion of planting.

## 22. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

stp-632-005 (20070510)

## 23. Seeding.

*Replace standard spec 630.3.3.(1) with the following:*

Sow seeds by method A only.

ncr-630-005 (20141015)

## 24. Seeding Temporary.

*Add the following to standard spec 630.3.3:*

Apply Seeding Temporary separately from the application of other seed mixtures to ensure uniform application rates due to the varying seed sizes.

ncr-630-010 (20141015)

## 25. 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)

## 26. Traffic Control.

*Add the following to standard spec 643.3.1:*

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.

*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)

## 27. Temporary Water Diversion – Station 135+75 to Station 141+80, Item SPV.0060.001.

### A Description

This special provision describes providing, delivering, constructing, maintaining, and removing the chosen system to maintain clean flow of the waterway around the construction area, for pumping and dewatering as necessary, and modifications to the temporary erosion control measures due to the chosen system, as herein provided.

### B Materials

Furnish material subject to approval with the Erosion Control Implementation Plan prior to use in order to temporarily divert stream flow according to the pertinent sections of the standard specifications. Provide the calculated maximum shear stress of the channel and permissible shear stress of the chosen temporary erosion control measures

#### B.1 Polyethylene sheeting and sandbags

Furnish polyethylene sheeting and sand bags conforming to standard spec 628 any other required fasteners or items to create a waterproof barrier.

#### B.2 Polyethylene sheeting and concrete barrier

Furnish concrete roadway barrier conforming to standard spec 603 wrapped in polyethylene sheeting conforming to standard spec 628 and any other required fasteners or items to create a waterproof barrier.

#### B.3 Cofferdam

If providing cofferdams and cribs for foundation construction, ensure that they are safely designed and constructed, carried to adequate depths and heights, and are made watertight as necessary for the proper performance of the work. Construct cofferdams and cribs so that interior dimensions give sufficient clearance for the construction of forms and the inspection of their exteriors, and to allow pumping from sumps outside the forms. If cofferdams or cribs tilt or move laterally during the process of sinking, right, reset, or enlarge them to provide the necessary clearance. The contractor is responsible for any claims for damages resulting from the use of a well-point system.

#### B.4 Temporary erosion control measures

Where higher calculated maximum shear stress resulting from contractor operations, including temporary water diversion, exceeds the permissible shear stress of the erosion mat specified in the plan, provide Class III Type B, C or D biodegradable TRM and ECRM conforming to standard spec 628, or other biodegradable or temporary products allowing final vegetated banks and as recommended by the manufacturer for the specific conditions. Riprap will not be allowed on the south bank.

### C Construction

Complete construction according to the pertinent sections of the standard specifications and as approved in the Erosion Control Implementation Plan. All methods of diversion, barrier in channel, or temporary culvert are subject to approval with the Erosion Control Implementation Plan.

Maintain flow at all times and minimize erosion into the existing stream using appropriate erosion control measures. Check and evaluate temporary water diversion at regular intervals to ensure temporary water diversion is functioning adequately and not creating any erosion. Ensure all portions of the temporary

water diversion and temporary erosion control measures meet the 2-year recurrence interval stream discharge. The 2-year recurrence interval stream discharges are as follows:

380 cubic feet per second

For any dewatering activities impermeable barriers shall be used both upstream and downstream of water flow diversion. The downstream impermeable barriers shall be removed first and then the upstream impermeable barriers can be removed.

Work is required on both sides of the stream bank. The chosen method of diversion will have to allow for the clean water to be maintained during all work.

Remove the temporary stream diversion barrier and all its components starting at the downstream end and working toward the upstream end.

The Temporary Water Diversion may only be in place for a total of 15 calendar days unless approved by the engineer and WisDNR.

### **C.1 Channel**

If a barrier method is used in the existing channel, install any required silt fence prior to excavation and maintain during construction to minimize erosion and to prevent siltation of the stream.

If polyethylene sheeting is used, patch damaged areas of sheeting by covering with additional sheeting, overlapping a minimum of 3 feet, and sealing the edges with waterproof tape or other approved methods. Maintain the polyethylene sheeting and make satisfactory repairs of damaged areas.

Ensure the remaining channel width will pass the flow listed in this specification. The active waterway may need to be moved to the opposite side of the barrier to complete the work on both sides of the stream bank. The barrier should be installed so it can be moved or adjusted to divert the water such that clean water can be maintained separate from the construction area.

Dispose of polyethylene sheeting, sandbags, and any excess material. Restore flow to the stream.

### **C.2 Pipe Construction**

If a pipe is used, provide a pipe that will pass the flow rate listed in this specification. Use impermeable barrier to ensure the water enters the pipe from the upstream channel. The pipe should be sized such that the exit velocity of the pipe is less than 5 ft/sec or provide a rigid barrier to disperse flow exiting the pipe.

The pipe shall be weighted down with a material that will hold the pipe on the stream bottom. Material used to weigh down the pipe may not enter the existing stream bed.

Any disturbed silt fence shall be replaced immediately following backfill of temporary bypass pipe. All disturbed areas outside of silt fence limits shall be immediately restored.

When construction adjacent to the waterway is complete, remove the temporary bypass pipe and all its components and restore flow to the stream.

### **C.3 Temporary erosion control measures construction**

Complete any modified or supplementary temporary erosion control measures required to meet the maximum calculated shear stress resulting from the contractor's chosen method of water diversion in conformance with standard spec 628 or other applicable sections.

## **D Measurement**

The department will measure Temporary Water Diversion – Station 135+75 to Station 141+80 at each individual location, acceptably completed. The department will not measure temporary erosion control measures required as a result of the contractors chosen method of water diversion.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Temporary Water Diversion – Station 135+75 to Station 141+80	EACH

Payment is full compensation for installing, moving the system to reroute water, and removing temporary bypass, including access, cofferdams, pumps, and all required materials for chosen diversion method; for restoring the alignment and flow to the natural or relocated stream.

Finishing items such as silt fence, topsoil, seed, fertilizer, and erosion mat will be paid for under separate bid items.

The department will not pay for class III types B, C and D mats, or temporary erosion control measures not shown in the plans and resulting from the contractor's chosen method of water diversion.

**28. Herman Creek Southern Bank Access, Item SPV.0060.002.**

**A Description**

This special provision describes the requirements for equipment access to the southern bank of Herman Creek.

**B Materials**

Materials used in the construction of a temporary equipment crossing should be free of contaminants that could leech into Herman Creek and the surrounding wetlands.

**C Construction**

Construction equipment access to the southern bank of Hermann Creek shall only occur between Stations 139+75 and 141+50. Do not drive equipment through the bed of Herman Creek.

Outline the plan for equipment access including proposed timelines and materials of any required crossings in the submitted ECIP.

**D Measurement**

The department will measure Herman Creek Southern Bank Access by each temporary crossing, acceptably installed and removed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.002	Herman Creek Southern Bank Access	EACH

Payment is full compensation for materials, construction, removal, and labor required to move equipment to the southern bank of Herman Creek.

**29. Herman Creek Staking, Item SPV.0090.001.**

**A Description**

This special provision describes the contractor-performed construction staking required under the horizontal and vertical position for the grading and excavation at Herman Creek.

**B (Vacant)**

**C Construction**

Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment and elevations for work needed within Herman Creek.

Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.

Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the engineer's approval. Materials must withstand the creek current and should be placed so as not to create debris in Herman Creek.

Set and maintain construction stakes within the Herman Creek and surrounding wetland area at intervals that match the cross-sections in the plans. Locate stakes to within 0.25 horizontally and 0.3 feet vertically.

**D Measurement**

The department will measure the Herman Creek Staking bid by the linear foot, acceptably completed, measured along the Herman Creek centerline.



## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Herman Creek Staking	LF

The department will not make final payment for any staking item until the contractor submits survey notes and computations used to establish the required lines and grades to the engineer within 21 days of completing this work. The department will deduct from payments due the contractor for the additional costs specified in standard spec 105.6.

Payment for the Herman Creek Staking bid item is full compensation for locating and setting construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

## 30. Removing Distressed Asphaltic Surface Milling, Item SPV.0180.001.

### A Description

This special provision describes removing distressed asphaltic surface by milling at spot locations throughout the project as directed by the engineer.

### B (Vacant)

### C Construction

Remove the existing distressed asphaltic pavement without incorporating or damaging underlying material or adjacent pavement that will remain in place. Provide a uniform milled surface that is reasonably plane, free of large scarification marks, and has the grade and transverse slope the plans show or the engineer directs.

Use a self-propelled milling machine with depth, grade, and slope controls. Shroud the drum to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system.

Unless using a continuous removal and pick-up operation, do not windrow or store material on the roadway. Clear the roadway of materials and equipment during non-working hours. Clean milled surfaces of material that may adversely affect bond before surfacing. Compact base course at full-depth patch locations. Apply tack coat to horizontal and vertical patch areas.

Install asphaltic surface patching in distressed pavement milling areas prior to opening to traffic. The engineer may waive one or more of these requirements if the highway is closed to traffic or if a particular operation does not endanger traffic.

The contractor may incorporate suitable material into the work or dispose of it outside the project limits.

### D Measurement

The department will measure Removing Distressed Asphaltic Surface Milling by the square yard, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Removing Distressed Asphaltic Surface Milling	SY

Payment is full compensation for removing the distressed asphaltic surface; cleaning the milled surface; compacting base course; preparing the foundation; and disposing of removed materials.

Tack Coat and Asphaltic Surface Patching will be paid for separately.

ncr-204-015 (20220820)

**31. Salvaged Creek Bed Material, Item SPV.0180.002.**

**A Description**

This special provision describes the storage and placement of salvaged creek bed material from Herman Creek.

**B Materials**

Store the material on site or as directed by the engineer. Outline the storage container specifications and proposed storage location in the submitted ECIP.

Salvaged Creek Bed Material shall be excavated from Herman Creek within the excavation limits shown in the plans. Excavation costs shall be paid under Marsh Excavation.

**C Construction**

After the placement of the geotextile fabric and riprap, place and spread the salvaged creek bed material on all disturbed Herman Creek bed locations to a minimum depth of 4 inches replicating the existing creek bed.

Place salvaged creek bed material at least 48 hours prior to the removal of Item SPV.0060.001 Temporary Water Diversion – Station 135+75 to Station 141+80.

**D Measurement**

The department will measure Salvaged Creek Bed Material by the square yard, acceptably completed. The measured quantity will equal the actual number of square yards placed to the depth specified within the limits of construction as designated on the plans or as the engineer directs.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Salvaged Creek Bed Material	SY

Payment is full compensation for stockpiling, hauling, and placing this material. The payment includes the disposal of excess material stored.

## **ADDITIONAL SPECIAL PROVISION 4**

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

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

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

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

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

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

### **Acceptance and Final Payment**

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

**Additional Special Provision 6**

**ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

**416.2.4 Concrete Pavement Repair and Replacement**

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

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

**416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement**

**416.2.5.1 Composition and Proportioning of Concrete**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

**455.2.4.3 Emulsified Asphalts**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) Furnish material conforming, before dilution, to the following:
    - Anionic emulsified asphalts<sup>[1]</sup>..... AASHTO M140
    - Cationic emulsified asphalts<sup>[1]</sup> ..... AASHTO M208
    - Polymer-modified cationic emulsified asphalts ..... AASHTO M316
- <sup>[1]</sup> Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

**TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt**

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs <sup>[1]</sup>	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44) <sup>[2]</sup>	97.5% min	97.5% min

<sup>[1]</sup> Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).  
<sup>[2]</sup> The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

**455.2.5 Tack Coat**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an “h” suffix, unless the contract specifies otherwise.

**710.5.7 Corrective Action**

**710.5.7.1 Optimized Aggregate Gradations**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
  - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
    1. Document and provide corrective action results to the engineer as soon as they are available.
    2. Department will conduct two tests within the next business day after corrective action is complete.
      - If blended aggregate gradations are within the tarantula curve limits by the second department test:
        - Continue with concrete production.
        - Include a break in the 4-point running average.
        - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
      - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
      - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
  - Submit a new optimized aggregate gradation mix design and perform the following:
    1. Restart control charts for the new mix design.
    2. Amend contractor Quality Control Plan

**715.5 Payment**

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

**715.5.1 General**

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

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

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
  - Compressive strength of 3700 psi for pavements.
  - Flexural strength of 650 psi for pavements.
  - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

**715.5.2 Pavements**

**715.5.2.1 Compressive**

- (1) The department will adjust pay for each lot using equation “QMP 3.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.1 \times \text{PWL}) - 9.5$
>= 85 to < 95	0
>= 30 to < 85	$(1.5/55 \times \text{PWL}) - 127.5/55$
< 30	-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

**715.5.2.2 Flexural**

- (1) The department will adjust pay for each lot using equation “QMP 6.02” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.2 \times \text{PWL}) - 19$
>= 85 to < 95	0
>= 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

**715.5.3 Structures and Cast-in-Place Barrier**

- (1) The department will adjust pay for each lot using equation “QMP 2.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 99 to 100	10
>= 90 to < 99	0
>= 50 to < 90	$(7/8 \times \text{PWL}) - 78.75$
< 50	-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

## 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 M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) 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 smelting forward in the manufacturing process) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of 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 OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

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

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

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

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

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



Proposal Schedule of Items

Proposal ID: 20230808010 Project(s): 6580-10-61

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	201.0105 Clearing	3.000 STA	_____.	_____.
0004	201.0205 Grubbing	3.000 STA	_____.	_____.
0006	204.0115 Removing Asphaltic Surface Butt Joints	54.000 SY	_____.	_____.
0008	204.0120 Removing Asphaltic Surface Milling	2,774.000 SY	_____.	_____.
0010	204.0165 Removing Guardrail	875.000 LF	_____.	_____.
0012	204.0180 Removing Delineators and Markers	3.000 EACH	_____.	_____.
0014	205.0100 Excavation Common	1,522.000 CY	_____.	_____.
0016	205.0400 Excavation Marsh	376.000 CY	_____.	_____.
0018	208.0100 Borrow	200.000 CY	_____.	_____.
0020	211.0400 Prepare Foundation for Asphaltic Shoulders	11.000 STA	_____.	_____.
0022	213.0100 Finishing Roadway (project) 001. 6580-10-61	1.000 EACH	_____.	_____.
0024	305.0110 Base Aggregate Dense 3/4-Inch	130.000 TON	_____.	_____.
0026	305.0120 Base Aggregate Dense 1 1/4-Inch	1,120.000 TON	_____.	_____.
0028	450.4000 HMA Cold Weather Paving	128.000 TON	_____.	_____.
0030	455.0605 Tack Coat	280.000 GAL	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808010 Project(s): 6580-10-61

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	465.0105 Asphaltic Surface	467.000 TON	_____.	_____.
0034	465.0110 Asphaltic Surface Patching	38.000 TON	_____.	_____.
0036	603.8000 Concrete Barrier Temporary Precast Delivered	1,265.000 LF	_____.	_____.
0038	603.8125 Concrete Barrier Temporary Precast Installed	1,265.000 LF	_____.	_____.
0040	603.8500 Anchoring Concrete Barrier Temporary Precast	1,265.000 LF	_____.	_____.
0042	606.0300 Riprap Heavy	1,250.000 CY	_____.	_____.
0044	614.0396 Guardrail Mow Strip Asphalt	371.000 SY	_____.	_____.
0046	614.0397 Guardrail Mow Strip Emulsified Asphalt	40.000 SY	_____.	_____.
0048	614.0905 Crash Cushions Temporary	2.000 EACH	_____.	_____.
0050	614.2300 MGS Guardrail 3	781.000 LF	_____.	_____.
0052	614.2610 MGS Guardrail Terminal EAT	2.000 EACH	_____.	_____.
0054	618.0100 Maintenance And Repair of Haul Roads (project) 001. 6580-10-61	1.000 EACH	_____.	_____.
0056	619.1000 Mobilization	1.000 EACH	_____.	_____.
0058	624.0100 Water	12.500 MGAL	_____.	_____.
0060	625.0100 Topsoil	1,820.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808010 Project(s): 6580-10-61

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	628.1504 Silt Fence	129.000 LF	_____.	_____.
0064	628.1520 Silt Fence Maintenance	129.000 LF	_____.	_____.
0066	628.1905 Mobilizations Erosion Control	4.000 EACH	_____.	_____.
0068	628.1910 Mobilizations Emergency Erosion Control	1.000 EACH	_____.	_____.
0070	628.2006 Erosion Mat Urban Class I Type A	740.000 SY	_____.	_____.
0072	628.7504 Temporary Ditch Checks	80.000 LF	_____.	_____.
0074	629.0210 Fertilizer Type B	1.300 CWT	_____.	_____.
0076	630.0130 Seeding Mixture No. 30	40.000 LB	_____.	_____.
0078	630.0200 Seeding Temporary	3.500 LB	_____.	_____.
0080	630.0500 Seed Water	282.000 MGAL	_____.	_____.
0082	632.0201 Shrubs (species) (size) (root) 001. Dogwood (Cornus Cericea), 24-INCH, CG	10.000 EACH	_____.	_____.
0084	632.0201 Shrubs (species) (size) (root) 002. Willow (Salix discolor and/or Salix Cericea), 24- INCH, CG	10.000 EACH	_____.	_____.
0086	632.9101 Landscape Planting Surveillance and Care Cycles	10.000 EACH	_____.	_____.
0088	633.5200 Markers Culvert End	1.000 EACH	_____.	_____.
0090	634.0616 Posts Wood 4x6-Inch X 16-FT	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808010 Project(s): 6580-10-61

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0094	638.3000 Removing Small Sign Supports	2.000 EACH	_____.	_____.
0096	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0098	643.0300 Traffic Control Drums	1,925.000 DAY	_____.	_____.
0100	643.0420 Traffic Control Barricades Type III	49.000 DAY	_____.	_____.
0102	643.0705 Traffic Control Warning Lights Type A	12.000 DAY	_____.	_____.
0104	643.0715 Traffic Control Warning Lights Type C	832.000 DAY	_____.	_____.
0106	643.0900 Traffic Control Signs	989.000 DAY	_____.	_____.
0108	643.1000 Traffic Control Signs Fixed Message	36.000 SF	_____.	_____.
0110	643.3105 Temporary Marking Line Paint 4-Inch	1,060.000 LF	_____.	_____.
0112	643.3150 Temporary Marking Line Removable Tape 4-Inch	3,187.000 LF	_____.	_____.
0114	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	24.000 LF	_____.	_____.
0116	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0118	645.0120 Geotextile Type HR	2,200.000 SY	_____.	_____.
0120	646.1020 Marking Line Epoxy 4-Inch	3,593.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808010 Project(s): 6580-10-61

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
0122	646.6464 Cold Weather Marking Epoxy 4-Inch	3,593.000 LF	_____.	_____.
0124	646.9000 Marking Removal Line 4-Inch	1,383.000 LF	_____.	_____.
0126	650.5000 Construction Staking Base	1,080.000 LF	_____.	_____.
0128	650.8000 Construction Staking Resurfacing Reference	1,060.000 LF	_____.	_____.
0130	650.9911 Construction Staking Supplemental Control (project) 001. 6580-10-61	1.000 EACH	_____.	_____.
0132	650.9920 Construction Staking Slope Stakes	1,060.000 LF	_____.	_____.
0134	661.0101 Temporary Traffic Signals for Bridges (structure) 001. Herman Creek - Station 139+00	1.000 EACH	_____.	_____.
0136	690.0150 Sawing Asphalt	920.000 LF	_____.	_____.
0138	SPV.0060 Special 001. Temporary Water Diversion - Station 135+75 to Station 141+80	1.000 EACH	_____.	_____.
0140	SPV.0060 Special 002. Herman Creek Southern Bank Access	1.000 EACH	_____.	_____.
0142	SPV.0090 Special 001. Herman Creek Staking	380.000 LF	_____.	_____.
0144	SPV.0180 Special 001. Removing Distressed Asphaltic Surface Milling	350.000 SY	_____.	_____.
0146	SPV.0180 Special 002. Salvaged Creek Bed Material	220.000 SY	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.



**Total Bid:** \_\_\_\_\_.



**PLEASE ATTACH ADDENDA HERE**