

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **019**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Fond Du Lac	4986-12-71	N/A	C Fond Du Lac, West Division Street; West Branch Fond Du Lac River Bridg	LOC STR

## ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: May 9, 2023 Time (Local Time): 9:00 am 11:00 am	Firm Name, Address, City, State, Zip Code  <h3 style="margin: 0;">SAMPLE</h3> <h3 style="margin: 0;">NOT FOR BIDDING PURPOSES</h3>
Contract Completion Time 115 Working Days	This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal 0%	

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

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

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

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

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

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

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

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

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

Notary Seal

Type of Work: Grading, Base, Concrete Pavement, Asphalt Pavement, Bridge Replacement, Sidewalk, Storm Sewer, Signs, Pavement Markings.	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

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

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

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

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

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

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

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

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

## B. Submitting Electronic Bids

### B.1 On the Internet

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

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

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

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

**Bidder Name**

**BN00**

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

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

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

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

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

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

**PRINCIPAL**

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

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

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

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

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

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

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

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

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

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

**NOTARY FOR PRINCIPAL**

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

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

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

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

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

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

**Notary Seal**

**NOTARY FOR SURETY**

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

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

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

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

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

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

**Notary Seal**

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

# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



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

### Instructions for Certification

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

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

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

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

## Special Provisions

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## STSP'S Revised January 13, 2023

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 4986-12-71, C Fond du Lac, West Division Street, West Branch Fond du Lac River Bridge, Local Street, Fond du Lac 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 Removal of Structure P-20-0711, Grading, Base Aggregate Dense, Concrete Pavement, Concrete Sidewalk, Concrete Curb and Gutter, Storm Sewer, Structure B-20-0242 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 season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the beginning of the approved time frame.

The contractors time frame for construction of the project should provide adequate time for all utility relocation work, as described in Section 5 - Utilities, to be completed prior to the start of construction.

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.

The Notice to Proceed will be issued such that work shall start no later than October 1, 2023, unless otherwise approved by the engineer.

#### Work Requirements and Winter Suspension

Construction of structure B-20-0242 shall begin in 2023 and continue until superstructure work is completed (deck slab, bridge sidewalk, parapet and median), upon which time the engineer will, in writing, suspend operations until the spring of 2024. Working days will be assessed beyond November 15, 2023 in accordance with standard spec 108.9.2(5) until the superstructure work has been completed and the engineer has issued the winter suspension. Construction operations shall be resumed in spring of 2024 within ten days after the date on which a written order to do so has been issued by the engineer.

## **Fish Spawning**

There shall be no instream disturbance of the West Branch Fond du Lac River at Station 10+00 as a result of construction activity under or for this contract, from March 1 to June 1 both dates inclusive, in order to minimize impacts to fish and other aquatic organisms during spawning and migration.

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 DNR.

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

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

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

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

The municipality will cut down and clear all required trees for this project prior to April 1, 2023.

The contractor shall complete the remaining grubbing.

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 approval letter for the ECIP.

## **Migratory Birds**

No evidence of swallow or other migratory bird nests have been observed on or under the following structures(s) during the preconstruction inspection. However, if nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures or obtain a depredation permit. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

- P-20-0711

## **4. Traffic.**

Close West Division Street to through traffic within the project limits. No detour route is included for the project. Place advanced warning devices according to SDD "Barricades and Signs for Mainline Closures."

Moore Street north of Division Street will be vacated prior to construction. Maintain vehicle access to/from the driveway at Station 11+88, RT at all times.

It shall be acceptable to close access to the property entrance at Station 9+48, RT throughout construction. Notify the property owner one month in advance of construction and the closure of the entrance.

Close the sidewalks at each end of the project using the SDD "Traffic Control – Pedestrian Accommodation."

Notify the following organizations and departments at least one week before the road closure is put into effect:

- City of Fond du Lac Fire/Rescue
- City of Fond du Lac Police
- City of Fond du Lac Public Works Department
- Wisconsin Central Ltd.
- City of Fond du Lac School District
- City of Fond du Lac Transit
- Johnson Bus Company

## 5. Utilities.

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

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Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per state statutes. Use caution to maintain the integrity of utilities.

The following utility companies have facilities within the limits of this project.

### **Alliant Energy (overhead electric)**

Alliant Energy has overhead electric lines that approach both the east and west abutments, crossing the river approximately 21 to 30 feet south of the West Division Street centerline. The overhead lines cross West Division Street (south to north) within the east approach. Additionally, there is a customer owned pole at Station 9+60, 52' RT in the west approach. There is a light attached to the pole at Station 10+57, 30' RT. Prior to construction Alliant Energy plans to remove the overhead lines between the pole at Station 9+10, 20' RT and the pole at Station 10+57, 30' RT, the overhead line between the pole at Station 9+60, 52' RT and the pole at Station 10+57, 30' RT, and the overhead line between the pole at Station 10+57, 30' RT and the pole at Station 12+19, 22' LT. The pole at Station 10+57, 30' RT will be removed, and all other poles will remain in place. Alliant Energy will also add a 4" duct and buried wire prior to construction. The line and duct will approach West Division Street from south of the right-of-way near Station 10+78, RT. The buried wire will turn east at Station 10+78, 25' RT and will follow the south right-of-way to the east until Station 12+30. At Station 12+30 the buried wire will turn north to a newly added pole at Station 12+30, 22' LT. Alliant Energy began the relocation work in the fall of 2022 and completed the relocations on the west side of the bridge. The remaining relocation work on the east side of the bridge will start in Spring 2023 and finish within 10 working days.

### **Alliant Energy (buried gas)**

Alliant Energy has a buried gas line in the east approach on the south side of West Division Street. The line ends near Station 11+08. According to Alliant Energy, the line in the east approach is not anticipated to conflict with construction.

### **AT&T (buried telephone)**

AT&T has a buried telephone (12) duct package located in both approaches approximately 5 to 15 feet north of the West Division Street centerline. The ducts are cast into the precast box girders of the existing bridge. There is a manhole associated with the lines located at Station 10+80, 17' LT. Prior to construction AT&T plans to discontinue the existing facilities in place from Station 7+75 to Station 11+75. Prior to construction AT&T will replace the buried facilities starting from a new manhole at Station 12+04, 10' LT. The duct package will include (9) 4" HDPE and will be directional bored via a new route along the north side of West Division Street, starting at Station 12+04, 10' LT and crossing the river north of the proposed bridge. The duct package will travel close to wing 3 of the bridge, passing through near Station 10+40, 42' LT, which is approximately 3.7' from the corner of the adjacent building. AT&T plans to map the location of the new lines (site location and depth) during the directional bore operation. This information will be available for use during the bridge construction. Utility relocation work began on March 6, 2023 and will finish within 120 working days.

### **Charter Communications (overhead fiber optic)**

Charter Communications has an overhead fiber line on the Alliant Energy poles that approaches both the east and west abutments, crossing the river approximately 21 to 30 feet south of the West Division Street centerline. Prior to construction Charter Communications plans to remove the overhead line between the pole at Station 9+10, 20' RT and the pole at Station 10+57, 30' RT and the overhead line between the pole at Station 10+57, 30' RT and the pole at Station 12+19, 22' LT. Charter Communications will replace the line via a duct included in the AT&T directional bore work described above. The fiber path beyond the AT&T directional bore will use a solo trench to get to the Alliant Energy pole east of the Moore Street intersection and the Alliant Energy pole west of the Talmadge Street intersection. Utility relocation work began on March 6, 2023 and will finish within 120 working days.

### **City of Fond du Lac (sanitary sewer)**

The City of Fond du Lac has buried sanitary sewer located in the east approach, 8 feet north of the West Division Street centerline. The line ends at a manhole at Station 11+21.13, 9.42' LT. The City of Fond du Lac has replaced the sanitary sewer and manhole. There was a small shift in location with the new manhole located at Station 11+20.71, 7.66' LT. The City of Fond du Lac completed the relocation work in 2022. Adjust manholes to match the new finished pavement elevation. Perform this work in accordance with the requirements of Adjusting Manhole Covers, Item 611.8110.

### **City of Fond du Lac (water main)**

The City of Fond du Lac has a buried 10" water main located in both approaches approximately 20 to 23 feet north of the West Division Street centerline. The line is buried under the streambed and runs through both of the existing bridge abutments. Prior to construction the City of Fond du Lac plans to discontinue the water main in place from Station 8+60 to Station 10+63. The water main will be capped at Station 8+60 and Station 10+63 and either be filled with slurry or pressure grouted. Water valves and manholes within these limits will have the tops removed and filled with crushed stone. The city also plans to replace/install new water valves, hydrant, and hudson boxes along the south side of West Division Street from Station 11+20 to Station 11+50. The relocation work by the City of Fond du Lac began in the fall of 2022 and is near completion. Remaining work includes filling the water main from Station 8+60 to Station 10+63 with slurry or pressure grout and removing water valves and manhole tops and filling with crushed stone. The City of Fond du Lac anticipates that this remaining work will start in the Spring of 2023 and will take 3 working days to complete. Coordinate with the city during the road approach reconstruction to accommodate any adjustments. Contact Zach Miller, (920) 322-3694 (office), (920) 539-4673 (cell), a minimum of two weeks prior to the start of construction and provide two weeks lead time for adjustments to the water valves. Water valve adjustments will take one day.

### **Windstream (overhead and buried fiber optic)**

Windstream has an overhead fiber line on the Alliant Energy poles that approaches both the east and west abutments, crossing the river approximately 21 to 30 feet south of the West Division Street centerline. Windstream also has a buried fiber line within the railroad right-of-way that runs along the west side of the railroad. Prior to construction Windstream plans to remove the overhead line along West Division Street between Talmadge Street and Brooke Street. Windstream will replace the line via a duct included in the AT&T directional bore work described above. The fiber path will re-enter road right-of-way at approximately Station 10+57, 34' LT and continue east at a 2' offset from the north West Division Street right-of-way line. Utility relocation work began on March 6, 2023 and will finish within 120 working days.

### **6. Municipality Acceptance of Sanitary Sewer and Water Main Construction.**

Both the department and City of Fond du Lac personnel will inspect construction of sanitary sewer and water main manhole adjustments under this contract. However, construction staking, testing, and acceptance of the sanitary sewer and water main construction will be by the City of Fond du Lac.

### **7. Work by Others (Wisconsin Central Ltd.)**

Wisconsin Central Ltd. has an at-grade crossing approximately 15 feet from the west abutment of the existing bridge. Prior to construction, the existing railroad signals and gates on both sides of the crossing and the access platform behind the east approach signal and gate will be removed by Wisconsin Central Ltd. The shunt box located behind the west approach signal and gate will also be relocated by Wisconsin Central Ltd. prior to construction. Wisconsin Central Ltd. will replace the signals and gates as well as the access platform when construction of the bridge is complete. They may also replace the bases to the signals and gates, or they may reuse the existing bases.

Provide notification to Wisconsin Central Ltd. of the intended construction schedule for the bridge replacement. Wisconsin Central Ltd. will close roadway and pedestrian access to the West Division Street at-grade railroad crossing using precast concrete barriers. The concrete barrier will be placed transversely across the full width of West Division Street and the sidewalks.

### **8. Work by Others (City of Fond du Lac)**

#### Street Light and City Electrical Conduit

The City of Fond du Lac plans to add electrical conduit up to the bridge in the east approach on both the north and south side of West Division Street. The city also plans to add a light pole along the north side of West Division Street near Station 10+70. Coordinate with the city during the road approach reconstruction to accommodate this work. Contact Tom Conto at (920) 322-3477 a minimum of two weeks prior to the start of construction and provide two weeks lead time for the city to place the conduit and install the light pole.

#### Removing Signs

The City of Fond du Lac will remove the existing no parking and railroad crossing signs prior to the start of construction. Contact Tom Conto at (920) 322-3477 a minimum of two weeks prior to the start of construction to provide notice for the sign removal. Removal of existing signs will take one day.

### **9. Other Contracts.**

Under a separately let, locally funded project, the City of Fond du Lac will reconstruct West Division Street outside of the project limits of Project 4986-12-71 in conjunction with this project. Coordinate the work under this construction project with the contractor of the separate roadway project to facilitate coordination between these two concurrent projects.

- Locally Let Project:
  - West Division Street Reconstruction (S Lincoln Avenue Intersection – Station 9+20)
    - Earthwork
    - Base Aggregate
    - Curb and Gutter
    - Concrete Pavement
    - Concrete Sidewalk
    - Erosion Control and Finishing Items
    - Sanitary Sewer and Water Main
    - Electrical and Lighting
    - Permanent Signing
    - Pavement Marking
    - Traffic Control
  - West Division Street Reconstruction (Station 11+50 – N Brooke Street Intersection)
    - Earthwork
    - Base Aggregate
    - Curb and Gutter
    - Storm Sewer
    - Concrete Pavement
    - Concrete Sidewalk
    - Erosion Control and Finishing Items
    - Sanitary Sewer and Water Main
    - Electrical and Lighting
    - Permanent Signing
    - Pavement Marking
    - Traffic Control

**10. Coordination with Local Contractor.**

Arrange and conduct a meeting between the contractor, the department, the City of Fond du Lac, and the separate local project contractor to discuss the project schedule of operations and vehicular and pedestrian access during construction operations. Hold the meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. Coordinate with the local project contractor throughout construction operations.

**11. Notice to Contractor – Airport Operating Restrictions**

The project is located in the vicinity of the Fond du Lac Skyport. File a Notice of Proposed Construction or Alteration (form 7460-1) with the Federal Aviation Administration (FAA) a minimum of 45 days prior to construction.

<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

## 12. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

stp-107-001 (20060512)

## 13. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).

### A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd (CN) property and any existing tracks.

#### A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd and Its Parents (CN).

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

Also send a copy to the following: Jared Kinziger, NE Region Railroad Coordinator; 944 Vanderperren Way, Green Bay, WI 54304; Telephone (920) 492-7713; E-mail: [jared.kinziger@dot.wi.gov](mailto:jared.kinziger@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 4986-12-71
- Project Location: City of Fond du Lac, Wisconsin
- Route Name: Division Street, Fond du lac County
- Crossing ID: 690112B
- Railroad Subdivision: Waukesha
- Railroad Milepost: 43.78
- Work Performed on or within 50' of RR right-of-way: Remove and replace bridge, add median to road, move sidewalk, pavement marking and signing.

#### A.2 Train Operation

Approximately 45 through freight trains operate daily at up to 20 mph. In addition to through trains there are switch trains.

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

##### Construction Contact

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

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

##### Flagging Contact

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

<https://www.cn.ca/en/safety/utility-installations/>

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

## **Cable Locate Contact**

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

Wisconsin Central Ltd (CN) will only locate railroad owned facilities buried in the railroad right-of-way. The railroad does not locate any other utilities.

### **A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. Place concrete barrier across the roadway then remove the railroad signals that are in conflict with removing and replacing the bridge, remove and replace the metal maintenance access structure currently attached to both the railroad bridge and the roadway bridge, note the contractor will need to coordinate design and access with the railroad and their contractors for the metal maintenance access structure. Once contractor's work has progressed to the point that the railroad's work doesn't conflict, the railroad will install all new railroad signal wires, masts, gates, lights and bungalow.

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

### **A.5 Temporary Grade Crossing**

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

## **B Railroad Flagging**

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

## **C Flagging by Railroad– Railroad Does Not Pay Flagging Costs**

### **C.1 General**

*Replace paragraph (1,3 and 4) of standard spec 107.17.1 with the following:*

- (1) Coordinate with the railroad for all work performed within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way. Include the following on all submittals and other written communications with the railroad:
  - WisDOT crossing number
  - Railroad milepost
  - Railroad subdivision
- (3) Perform all work within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way in a way that does not interfere with the safe and uninterrupted operation of railroad traffic. Maintain clearances during construction as follows:

1. Do not operate equipment closer than 25 feet horizontally from a track centerline or 22 feet vertically above the top of a rail, except under the protection of railroad flaggers.
  2. Do not store materials or equipment closer than 25 feet horizontally from a track centerline.
  3. Provide an obstruction-free work zone adjacent to a track extending 12 feet or more horizontally on both sides of the track centerline. Keep this work zone free of construction debris.
  4. Unless the railroad's chief engineering officer approves otherwise in writing, maintain minimum clearances from falsework, forms, shoring, and other temporary fixed objects as follows:
    - 4.1 Provide 12 feet, plus 1.5 inches per degree of track curvature, measured horizontally from the track centerline.
    - 4.2 Provide 21 feet, plus compensation for super-elevated track, measured vertically above the top of the highest rail.
- (4) Comply with the railroad's rules and regulations when work is within 25 feet of the track centerline including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities or when working on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

**C.2 Rates - Wisconsin Central Ltd and Sault Ste. Marie Bridge Company (CN)**

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

- \$1,300 daily rate (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses) for a 10-hour day (this includes 2 hours of overtime hours to set/remove flags) flagging day at the job site;
- \$1,500 daily rate (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses) for a 10-hour day (this includes 2 hours of overtime hours to set/remove flags) flagging day at the job site on Saturdays, Sundays or holidays;
- \$150 per hour overtime rate for all time worked before or after the 10-hour flagging day.

The railroad will require prepayment for flagging. Any time worked before or after the 10-hour flagging day will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

**C.3 Reimbursement Provisions**

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

**C.4 Excluded Conditions**

The department will not reimburse any of the cost for additional flagging attributable to the following:

1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

**C.5 Payment for Flagging**

The department will pay for the department's portion of flagging reimbursement as specified in section C of this provision under the following item:

ITEM NUMBER	DESCRIPTION	UNIT
801.0117	Railroad Flagging Reimbursement	DOL

The reimbursement payment, as shown on the Schedule of Items, is solely for department accounting purposes. Actual flagging costs will vary based on the contractor's means and methods.

Railroads may issue progressive invoices. Notify the railroad when the work is completed and request a final invoice from the railroad. Promptly pay railroad-flagging invoices, less any charges that may be in dispute. The department will withhold flagging reimbursement until any disputed charges are resolved and the final invoice is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

#### **D Rail Security Awareness and Contractor Orientation**

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

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

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

If employees of contractors have a current eRailSafe badge for CN then an additional badge is not required from [www.contractororientation.com](http://www.contractororientation.com).

stp-107-034 (20230113)

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

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

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website: [https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation\\_RGP.pdf?ver=2018-02-22-093530-183](https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation_RGP.pdf?ver=2018-02-22-093530-183)

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

stp-107-054 (20230113)

#### **15. 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 infested 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)

## **16. Environmental Protection, Dewatering.**

*Add to standard spec 107.18 as follows:*

If dewatering is required, the water must be treated to remove suspended solids before it is allowed to enter any waterway or wetland. Provide a settling basin, or other suitable means approved by the engineer, with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the stream as provided in the Standard Specifications and these special provisions. Direct discharge into the stream will not be permitted. Saturated sediment shall be dewatered in an upland location within a dewatering device. Treatment practices may include the use of a polymer in conjunction with the dewatering mechanism, as approved by the engineer.

In addition, conform to dewatering guidelines of WisDNR Storm Water Management Technical Standards, Code # 1061, "Dewatering". This document can be found at the WisDNR website:

[http://dnr.wi.gov/topic/stormwater/documents/Dewatering\\_1061.pdf](http://dnr.wi.gov/topic/stormwater/documents/Dewatering_1061.pdf)

All work and materials associated with water treatment and/or dewatering will be included in the Excavation for Structures bid item. This shall include furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material, removal of the settling basins after completion of dewatering operations.

## **17. Construction Over or Adjacent to Navigable Waters.**

The West Branch Fond du Lac River is classified as a navigable waterway under standard spec 107.19.

Obtain a waterway marker permit for placing advanced warning signs in the West Branch Fond du Lac River. Additional information on waterway markers can be found on the Wisconsin DNR website:

<http://dnr.wi.gov/topic/boat/ordinances.html>.

## 18. Erosion Control Structures.

Within three calendar days after completing the excavation for a substructure unit, place riprap or other permanent erosion control items required by the contract or deemed necessary by the engineer around the unit at a minimum 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.

stp-107-070 (20191121)

## 19. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

Paul M. Garvey, License Number All-117079, inspected Structure P-20-0711 for asbestos on March 13, 2019. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Jodi Jarosinski, (920) 492-4129, [jodi.jarosinski@dot.wi.gov](mailto:jodi.jarosinski@dot.wi.gov).

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 03/20), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jodi Jarosinski, (920) 492-4129, [jodi.jarosinski@dot.wi.gov](mailto:jodi.jarosinski@dot.wi.gov) and via e-mail to [dothazmatunit@dot.wi.gov](mailto:dothazmatunit@dot.wi.gov) or via U.S. mail to DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure P-20-0711, West Division Street over West Branch Fond du Lac River
- Site Address: 0.4 miles west of the junction with USH 151
- Ownership Information: City of Fond du Lac, 160 S Macy Street, Fond du Lac, WI 54935
- Contact: Jodi Jarosinski
- Phone: (920) 492-4129
- Age: 55 years old. This structure was constructed in 1968.
- Area: 4330 SF of deck

Insert the following paragraph in Section 6.g.:

If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

stp-107-125 (20220628)

## 20. Archaeological Site.

Forest limits of the project are located within the Forest Avenue Village and Cemetery.

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

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

stp-107-220 (20180628)

**21. Removing Structure over Waterway Minimal Debris P-20-711.**

Follow standard spec 203 including the following addition.

The existing west abutment retains the embankment of the Wisconsin Central Ltd. at-grade crossing and shall not be completely removed. Limits of west abutment removal shall be to the bottom of the existing prestressed box girders. The sheet piling and concrete cap shall not be removed and shall remain in place with the new bridge construction. Prior to removals, brace the west abutment per the "Temporary Bracing Railroad" bid item and special provision. The southwest wing shall be removed to the limits necessary to construct Wing 1.

**22. Cofferdams B-20-242 and Temporary Shoring B-20-242.**

Follow standard spec 206 and 511 including the following addition.

AT&T, Charter Communications, and Windstream will be relocating their facilities via a directional bore from the east approach, crossing the river north of the bridge and near wing 3 of the proposed bridge (approximate location Station 10+40, 40' LT). The relocated lines will be approximately 3.7' from the corner of the adjacent building. Take precautions to avoid impacting these facilities. Do not install sheet piling directly over top of the facilities. As-built location information for the facilities will be available from AT&T prior to the start of construction by contacting Charles Bartelt at (920) 929-1013.

**23. Removing Concrete Foundation, Item 204.9180.S.01.**

**A Description**

This special provision describes removing the concrete foundation as depicted in the plans and conforming to standard spec 204.

**B (Vacant)**

**C Construction**

Remove the concrete foundation entirely or break down walls to a depth at least 2 feet below the finished grade.

**D Measurement**

The department will measure Removing Concrete Foundation in square yards, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9180.S	Removing Concrete Foundation	SY
stp-204-025 (20150630)		

**24. Backfill Controlled Low Strength, Item 209.0200.S.**

**A Description**

This special provision describes furnishing and placing a controlled low strength material designed for use as backfill in trenches for culverts, sewers, utilities, or similar structures, as backfill behind bridges abutments, or as fill for the abandonment of culverts, pipes, or tanks.

**B Materials**

Provide controlled low strength backfill that consists of a designed cementitious mixture of natural or processed materials. Allowable materials include natural sand, natural gravel, produced sand, foundry sand, produced gravel, fly ash, Portland cement, and other broken or fragmented mineral materials. The designed mixture shall be self-leveling and shall be free of shrinkage after hardening. Design the mixture to reach a state of hardening such that it can support foot traffic in no more than 24 hours. Provide a mixture that also meets the following requirements.

TEST	METHOD	VALUE
Flow (inch)	ASTM D-6103	9 min
Compressive Strength (psi)	ASTM D-6024	20-40 @ 14 days 40-80 @ 28 days 80-120 @ 90 days

Chemical admixtures to control air content and setting time are allowable. Ten days before placement, furnish the engineer with a design mix detailing all components and their proportions in the mix.

### C Construction

Place controlled low strength backfill at the locations and to the lines and grades as shown on the plan. Proportion and mix materials to produce a product of consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

If the official National Weather Service forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing for up to 72 hours.

No controlled low strength backfill shall be allowed to enter any stream, lake, or sewer system. The contractor shall be responsible for any clean up or remediation costs resulting from such occurrences.

### D Measurement

The department will measure Backfill Controlled Low Strength in volume by the cubic yard of material, placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
209.0200.S	Backfill Controlled Low Strength	CY

Payment is full compensation for designing the mix; supplying all materials; preparing the proportioned mix; hauling it to the construction site; placing the material; and protecting it from freezing.

stp-209-010 (20191121)

## 25. Abutment and Pier Construction.

1. Concrete poured under water will not be allowed.
2. Excavated material from the stream may not be utilized in the fill slopes. See "Excavation, Hauling, and Disposal of PAH Contaminated Sediment" special provision for additional details.

## 26. Concrete Driveway.

Follow standard spec 416 and the Standard Detail Drawing (SDD 08B18) including the following addition.

The expansion joint between the driveway slab and the sidewalk slabs shall include a full depth expansion joint with a thickened edge and two No. 4 x 12-inch tie bars spaced equally across the width of the sidewalk section.

## 27. Concrete Masonry Bridges.

Follow standard spec 502 including the following addition.

Concrete bond breaker shall be applied to all exposed surfaces of the existing west abutment front face before the new west abutment is poured and backfill controlled low strength is placed. The concrete bond breaker quantity required shall be incidental to the Concrete Masonry Bridges bid item.

Due to winter construction and potential delays to construction operations, the contractor shall take precautions to protect the formwork from warping, popping, or delaminating. The contractor shall also protect rebar from exposure to ultraviolet light.

## **28. Concrete Staining Multi-Color B-20-242, Item 517.1015.S.01.**

### **A Description**

This special provision describes providing a multi-color concrete stain on the exposed concrete surfaces of the structure as the plan details show.

### **B Materials**

#### **B.1 Mortar**

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement:	Tri-Mix by TK Products
	ThoroSeal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture:	TK-225 by TK Products
	Achro 60 by Thoro Products
	Achro Set by Master Builders

#### **B.2 Concrete Stain**

Use concrete stain manufactured for use on exterior concrete surfaces. Use the following products, or equal as approved by the department:

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure & Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

### **C Construction**

#### **C.1 General**

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

#### **C.2 Preparation of Concrete Surfaces**

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

### **C.3 Staining Concrete Surfaces**

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the staining shall produce a multi-color effect that consists of multiple colors replicating varying natural stone coloration. Stain the joints between stones produced by the form liner to create the appearance of grouted joints.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

### **C.4 Test Areas**

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Submit color samples to the department before staining the sample panels. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between stones produced by the form liner. Do not apply stain to the structure until the department approves the test panels.

### **C.5 Surfaces to be Coated.**

Apply concrete stain to the surfaces according to the plan.

### **D Measurement**

The department will measure Concrete Staining Multi-Color B-20-242 in area by the square foot of surface, acceptably prepared and stained.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1015.S.01	Concrete Staining Multi-Color B-20-242	SF

Payment is full compensation for furnishing and applying the coloring system; for preparing the concrete surface; and for constructing and staining the sample panels.

stp-517-115 (20140630)

## **29. Architectural Surface Treatment B-20-242, Item 517.1050.S.01.**

### **A Description**

This special provision describes providing a concrete masonry architectural surface treatment on the exposed concrete surfaces of structures as the plan details show.

### **B Materials**

Use form liners that attach easily to the forming system, and do not compress more than 1/4 inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4 inches from the finished concrete surface.

### **C Construction**

#### **C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

## C.2 Form Liner Preparation

Clean the form liner before each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary, per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

## C.3 Form Liner Attachment

Place adjacent liners less than 1/4 inch from each other, attach liner securely to forms according to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

## C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

## D Measurement

The department will measure Architectural Surface Treatment B-20-242 in area by the square foot of architectural surface, 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
517.1050.S.01	Architectural Surface Treatment B-20-242	SF

Payment is full compensation for producing the proposed architectural surface treatment including preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

stp-517-150 (20110615)

## 30. Concrete Sidewalk.

Follow standard spec 602 including the following addition.

The sidewalk construction joints at the beginning and end of the project (Station 8+90, RT and Station 11+50, LT and RT) slabs shall include a full depth joint with a thickened edge and two No. 4 x 12 inch tie bars spaced equally across the width of the sidewalk section.

## 31. Manholes.

Follow standard spec 611 and the Standard Detail Drawing (SDD 08B09) including the following additions.

Manholes shall be constructed to provide a minimum 4-inch overhang as depicted in the "Separate Precast Reinforced Concrete Base Option" shown in Detail A of the Standard Detail Drawing. Adjustment rings shall be HDPE adjusting rings.

## 32. Inlets.

Follow standard spec 611 and the Standard Detail Drawing (SDD 8C7) including the following additions.

Inlets shall be constructed to provide a minimum 4-inch overhang as depicted in the "Separate Precast Reinforced Concrete Base Option" and Section B-B of the Standard Detail Drawing. The inlet shall be constructed using a concrete base thickness of 8 inches. The inlet cover shall include Environment lettering cast into the top of curb box. Adjustment rings shall be HDPE adjusting rings.

**33. Pipe Grates, 30-Inch, Item 611.9800.S.**

**A Description**

This special provision describes providing pipe grates for pipe apron endwalls as detailed in the plans.

**B Materials**

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

**C Construction**

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36.

**D Measurement**

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates, 30-Inch	EACH

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to apron endwalls.

stp-611-010 (20230113)

**34. Crack and Damage Survey, Item 999.1501.S.**

**A Description**

This special provision describes conducting a crack and damage survey of the residences and business located at Station 10+50, LT and Station 11+00, RT.

This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include a visual inspection, digital images, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, digital images, and written report describing any change in the building's condition.

**B (Vacant)**

**C Construction**

Before any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Electronically submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the building's interior and exterior walls and foundation.

Use a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Label each digital image with the following information:

ID: \_\_\_\_\_  
Building Location: \_\_\_\_\_  
View looking: \_\_\_\_\_  
Date: \_\_\_\_\_  
Photographer: \_\_\_\_\_

Before the start of any construction activities related to this survey, submit a copy of the written report and digital images to the engineer electronically.

After the construction activities are complete, conduct another survey in the same manner, take digital images, and submit another written report to the engineer electronically.

Instead of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be used to perform this work.

#### **D Measurement**

The department will measure Crack and Damage Survey as single unit for each location, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1501.S	Crack and Damage Survey	EACH

Payment is full compensation for providing the before and after written reports, and for photographs or video.

stp-999-010 (20210708)

### **35. Settlement Monitoring, Item SPV.0060.01.**

#### **A Description**

##### **A.1 General**

This special provision describes installing settlement plates and collecting data for the purpose of monitoring ground movement of the at-grade railroad crossing and the railroad bridge during the roadway structure removal, filling, excavation, subgrade preparation and pile driving operations.

##### **A.2 Submittals**

Submit the following specific information for information only, at least 30 days prior to installation:

- Drawing that indicates the locations of control points and benchmarks associated with surveys for monitoring settlement.
- Description of methods for installing and protecting all markers.
- Schedule of marker installation related to significant activities or milestones in the overall project.
- Plans for markers to be installed at contractor's option.

##### **A.3 Quality Assurance**

###### **A.3.1 General**

Notify the engineer at least 24 hours prior to all plate installation operations so that the engineer may monitor the installation work.

###### **A.3.2 Control Points**

Survey for monitoring settlement shall be referenced to the same control points and benchmarks established for setting out the work. Control points shall be tied to benchmarks and other monuments outside of the zone of ground movements that might result from underground excavations.

#### **B Materials**

Furnish 3/4-inch steel threaded rod (5-foot sections) mounted on 24-inch x 24-inch base plate.

#### **C Construction**

##### **C.1 On-site Geotechnical Engineer**

An on-site geotechnical engineer is required to monitor, collect, review, interpret data regarding settlement during all structure removal, filling, excavation, subgrade preparation and pile driving operations.

#### **C.4 Pre-Construction and Post-Construction Condition Surveys (PCCS's)**

Conduct a PCCS of the surrounding area within 200 feet of potentially vibration producing activities which includes, but is not limited to the existing railroad track, the existing railroad bridge, the existing road, the existing roadway bridge, and the ground surface. PCCS's shall include visually inspecting and recording all ground surface and structure conditions. Photographs and videotape shall be used to assist in documentation.

The PCCS shall include a topographic survey of the project limits, including the ground surface below the water to be impacted by the project. The survey shall provide elevations to a minimum of accuracy of 1/10 tenth of a foot above surface water levels and 1 foot below water surface levels.

Submit a written report to the engineer for each PCCS, detailing the visual and photographic investigation of the structures and topography. This report shall include copies of the photographs, videotape and topographic surveys and discuss any discrepancies and findings.

At a minimum, PCCS's shall be conducted prior to the start of construction activities and upon completion of construction activities.

#### **C.5 Control Plan**

A settlement control plan is to be created by the contractor and presented to the engineer a minimum of 30 days prior to any construction. The control plan shall discuss the following items:

1. Summary of the PCCS with established vibration limits.
2. A description of the proposed equipment.
3. A description and understanding of the soil profile impacted by the construction upon the completion of driving pile for each abutment and pier.
4. A settlement monitoring procedure including:
  - a. Methods to taking settlement readings.
  - b. Proposed times for taking settlement readings.
  - c. Locations of each settlement plate to be monitored.
  - d. Anticipated settlement time frame.
  - e. Monitoring duration for baseline and daily settlement monitoring.
  - f. Mitigation plan to reduce potentially excessive settlement to acceptable limits.
5. A description of when and how reports will be generated.
6. Obtain the engineer's acceptance seven calendar days before any filling operations.

#### **C.6 Settlement Monitoring**

Elevations of the existing railroad at-grade crossing must be monitored for settlement throughout the construction process. The at-grade crossing and railroad track must be monitored by a grid spacing of 50-foot intervals (grid node) for all areas within 100 feet of activities described in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Survey targets are also required to monitor the settlement of structures. A minimum of 4 high contrast survey targets are to be installed on the railroad structure, and a minimum of 1 high contrast survey target is to be installed on the existing west abutment of Structure P-20-711. The x, y and z coordinates of each grid node and survey target is to be recorded. During demolition and pile driving operations the grid nodes and survey targets are to be monitored on a daily basis. A report describing the location of the grid nodes and survey targets is to be created and submitted to the engineer during the following times:

1. Prior to any work being performed (baseline readings).
2. At the end of each day for demolition and pile driving operations.
3. Upon the completion of driving piling for each abutment.
4. Upon the completion of the bridge demolition.
5. Upon the completion of backfilling the embankment.

A maximum value for ground accelerations are limited to 0.07 g for granular fill and 0.1 g for breaker run, for the West Division Street roadway embankment slope only. Any damage to other existing structures is the responsibility of the contractor.

The railroad structure and the railroad at-grade crossing has a parameter of ¼ inch displacement. Any displacements greater than ¼ inch will require pile driving operations to cease until the railroad can be contacted to determine if the displacement warrants track adjustments.

Note: If construction and monitoring are planned over winter months, the settlement plates shall be set below frost penetration depths.

#### **D Measurement**

The department will measure Settlement Monitoring as each individual project, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Settlement Monitoring	EACH

Payment is full compensation for providing submittals, furnishing all materials; for installing all settlement plates; for monitoring all existing and proposed elements for movement; for furnishing all survey required to monitor and all other incidentals necessary to complete the required work.

### **36. Vibration Monitoring, Item SPV.0060.02.**

#### **A Description**

This special provision describes vibration monitoring of the at-grade railroad crossing and the railroad bridge for pile driving and other vibration-inducing activities associated with the removal of Structure P-20-0711 and the construction of Structure B-20-0242 according to the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43.

#### **B (Vacant)**

#### **C Construction**

##### **C.1 Equipment**

Monitor the following operations with a seismograph meeting the requirements of Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43:

- Bridge pile driving or bridge demolition.
- Sheet pile installation and removal.
- Asphalt compaction.
- Pavement breaking.
- All compaction activities utilizing large vibratory rollers.
- Any other activities that may cause vibration damage to adjacent structures or utilities.

##### **C.2 Pile Driving Plan Submittal**

Not less than two weeks prior to commencing pile driving operations, or at any time there is a change to pile driving methods, submit a Pile Driving Plan to the engineer for review. The Pile Driving Plan shall contain full details of the steel pile driving operations and the methods employed to control and monitor vibration levels. The Pile Driving Plan shall contain the following minimum information:

- Listing and description of equipment and tools used.
- Description of proposed pile driving methods and operations.
- Discussion of methods employed to control and monitor vibration levels.

The Pile Driving Plan submittal is for quality control and record keeping purposes. Review of this plan by the engineer shall not relieve the contractor of responsibility for the accuracy and adequacy of the plan when implemented in the field.

### **C.3 Safety**

The engineer will, at all times, have the authority to prohibit or halt the pile driving operations if it is apparent that through the methods being employed, the safety and convenience of the traveling public is being jeopardized or that vibration levels are excessive or above allowable levels.

### **C.4 Pre-Construction and Post-Construction Condition Surveys (PCCS's)**

Conduct a PCCS of the surrounding area within 200 feet of potentially vibration producing activities which includes, but is not limited to the existing railroad track, the existing railroad bridge, the existing road, the existing roadway bridge, and the ground surface. PCCS's shall include visually inspecting and recording all ground surface and structure conditions. Photographs and videotape shall be used to assist in documentation.

The PCCS shall include a topographic survey of the project limits, including the ground surface below the water to be impacted by the project. The survey shall provide elevations to a minimum of accuracy of one tenth (1/10) of a foot above surface water levels and 1 foot below water surface levels.

Submit a written report to the engineer for each PCCS, detailing the visual and photographic investigation of the structures and topography. This report shall include copies of the photographs, videotape and topographic surveys and discuss any discrepancies and findings.

At a minimum, PCCS's shall be conducted prior to the start of construction activities and upon completion of construction activities.

### **C.5 Monitoring Plan**

A vibration control plan is to be created by the contractor and presented to the engineer a minimum of 30 days prior to any construction. The control plan shall discuss the following items:

1. Summary of the PCCS with established vibration limits.
2. A description of the proposed equipment (vibration monitors, survey equipment, etc.)
3. Vibration monitoring procedure including:
  - a. A phase-by-phase work schedule.
  - b. Monitoring duration for baseline and daily vibration monitoring.
  - c. Proposed locations for vibration monitors for each phase of work.
  - d. An alert system and contingency plan if vibration limits are exceeded.
4. A description of when and how reports will be generated.
5. Obtain the engineer's acceptance seven calendar days before any vibration inducing activity of the project.

### **C.6 Vibration Monitoring**

Vibration monitoring shall comply with COMM 7.63, Instrumentation and COMM 7.64, Control of Adverse Effects.

Vibration monitoring shall be performed by a qualified vibration specialist, subject to the engineer's approval. The qualified vibration specialist shall provide credentials based on industry standards. The vibration specialist shall monitor vibration levels according to SPS 307.64(4) of the Wisconsin Administrative Code Department of Safety and Professional Services and interpret the seismograph records to ensure that the seismograph data shall be effectively utilized in the control of pile driving operations with respect to the existing structures and utilities.

SPS 307.64(4)-2 of the Wisconsin Administrative Code Department of Safety and Professional Services states that the maximum allowable limit on ground vibration for structures not listed in Chapter SPS 307.64(4)-1 shall be established after consulting with the owner of the structure or utility. In no case shall these vibration limits exceed the following criteria:

<b><u>Structure Type</u></b>	<b><u>Maximum Peak Particle Velocity (Inches Per Second)</u></b>
Reinforced Concrete Structures, Unoccupied	4.0
Steel Structures, Unoccupied	4.0
Buried Utilities	2.0
Wells and Aquifers	2.0
Green Concrete (Less Than 7 Days)	1.0

Given the potential susceptibility of the embankment to liquefaction, ground vibration must be limited to 0.3 PPV at a distance of 25 feet from all activities described in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43, and as outlined in the Recommended Vibration Criteria for Embankment Protection Table below.

**Recommended Vibration Criteria For Embankment Protection**

<b>Material</b>	<b>Peak Acceleration</b>	<b>Equivalent PPV* (in/sec)</b>		
		<b>15 Hz</b>	<b>40 Hz</b>	<b>60 Hz</b>
Granular Fill	< 0.07 g	< 0.30	< 0.10	< 0.08
Breaker Run	< 0.1 g	< 0.40	< 0.15	< 0.10

**\*PPV – Peak Particle Velocity**

A maximum value for ground accelerations are limited to 0.07 g for granular fill and 0.1 g for breaker run, for the West Division Street roadway embankment slope only. Any damage to other existing structures is the responsibility of the contractor.

The railroad structure and the railroad at-grade crossing has a parameter of ¼ inch displacement. Any displacements greater than ¼ inch will require pile driving operations to cease until the railroad can be contacted to determine if the displacement warrants track adjustments.

During all construction activities that have the potential to cause vibrations, a minimum of two vibration monitors must be used at all times. A trigger/alarm system must be established as described in the control plan. All vibration monitors must be equipped with a cellular modem to allow for immediate notification to the construction team.

Along with reporting vibration levels, the following information must be included in all submittals:

1. Identification of vibration monitoring instrument used.
2. Description of contractor's equipment.
3. Name of qualified observer and interpreter.
4. Distance and direction of recording station from vibration-causing area.
5. Type of ground at recording station and material on which the instrument is sitting.
6. Peak particle velocity and principal frequency in each component.
7. A dated and signed copy of records of seismograph readings.
8. If the maximum allowable vibration levels are exceeded, the contractor will halt further vibration-causing work until he documents the operational changes to be used to reduce the next vibration levels to below the acceptable levels.
9. A comparison of measured seismograph readings to maximum allowable readings identified in SPS 307.43 of the Wisconsin Administrative Code Department of Safety and Professional Services or as specified in this Special Provision.

If the recorded vibration data exceeds the allowable levels established in SPS 307.43 of the Wisconsin Administrative Code Department of Safety and Professional Services or as specified in this Special Provision, the contractor will immediately halt all work creating the excessive vibrations until such time that the contractor changes his operations and can show that acceptable vibration levels will be maintained.

#### **D Measurement**

The department will measure Vibration Monitoring as each individual project, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Vibration Monitoring	EACH

Payment is full compensation for conducting condition surveys; for an approved vibration monitoring plan, vibration control monitoring and documentation; for adjusting pile driving operations; and for repair of any damage resulting from pile driving operations and for furnishing all equipment needed to perform pile driving vibration monitoring.

### **37. Temporary Bracing Railroad, Item SPV.0060.03.**

#### **A Description**

This special provision describes furnishing and installing temporary bracing as necessary along the west abutment of Structure P-20-711 as the superstructure box girders are being removed for the replacement bridge construction. The west abutment of Structure P-20-711 retains the embankment of the at-grade crossing to Wisconsin Central Ltd. (WCL). The west abutment (sheet piling and concrete cap) will not be removed and will remain in place with the new bridge construction. As the superstructure box girders are removed from Structure P-20-711, temporary bracing will be required to support the west abutment at locations where the abutment is located within the railroad shoring requirement limits for WCL. The temporary bracing plans and design are subject to WCL approval.

#### **B Materials**

##### **B.1 Bracing Design**

Provide an effective temporary bracing system capable of withstanding Coopers E-90 live load surcharge acceptable to the railroad.

Refer to standard spec 107.17.1(5) and (6) regarding the development and submittal of shop drawings, detailed plans, and computations for temporary construction near WCL's tracks. Include in the submitted drawings and plans the design drawings and design calculations for live load, earth pressure, and deflections, and the proposed method of installation and removal of the temporary bracing not included in the contract plans. In all calculations, take into consideration railroad surcharge loading and design the temporary bracing to meet Cooper E-90 live loading.

#### **C Construction**

Contact Matthew Turner, Public Projects Officer, 1625 Depot St., Stevens Point, WI, 54481, telephone (715) 345-2503 at least seven working days in advance of construction operations that require implementation of the temporary bracing.

Provide, install, and maintain adequate protection for people within the WCL's right-of-way. Cover, guard, and/or protect all excavations, holes, or trenches within the WCL's right-of-way when they are not being worked on. When leaving work site areas at night and over weekends, secure the areas and leave them in a condition that will ensure that railroad employees and other personnel, who may be working or passing through the area, are protected around excavations. Handrails, fences, or other barrier methods must meet OSHA and FRA requirements. Backfill all excavations as soon as possible.

Upon completion of the need for the temporary bracing, remove the bracing. Bracing shall remain in place until the falsework for the bridge slab has been installed.

#### **D Measurement**

The department will measure Temporary Bracing Railroad as each individual project, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Temporary Bracing Railroad	EACH

Payment is full compensation for providing a railroad-approved design of the temporary bracing; providing shop drawings and detailed plans; furnishing and hauling materials to the location; installing the temporary bracing; maintaining or relocating the temporary bracing as needed; and removing the temporary bracing upon completion of the need for the bracing.

**38. Concrete Sidewalk 6-Inch Special, Item SPV.0165.01.**

**A Description**

This special provision describes constructing Concrete Sidewalk 6-Inch at the corners of the bridge as detailed on the plans and according to standard spec 602 and as hereinafter provided.

**B Materials**

Follow the plan details and the appropriate requirements of standard spec 602.

**C Construction**

Follow the plan details and the appropriate requirements of standard spec 602.

**D Measurement**

The department will measure Concrete Sidewalk 6-Inch Special by the square foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Sidewalk 6-Inch Special	SF

Payment is full compensation for providing all materials; for forming; and for placing steel reinforcement and concrete.

**39. Concrete Median 6-Inch Special, Item SPV.0165.02.**

**A Description**

This special provision describes constructing Concrete Median 6-Inch at the west end of the bridge as detailed on the plans and according to standard spec 602 and 620 and as hereinafter provided.

**B Materials**

Follow the plan details and the appropriate requirements of standard spec 602 and 620.

**C Construction**

Follow the plan details and the appropriate requirements of standard spec 602 and 620.

**D Measurement**

The department will measure Concrete Median 6-Inch Special by the square foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Concrete Median 6-Inch Special	SF

Payment is full compensation for providing all materials; for forming; and for placing steel reinforcement and concrete.

**40. Cut-Stone Boulders, Item SPV.0165.03.**

**A Description**

This special provision describes work consisting of furnishing and placing cut-stone boulders according to the requirements of the plans and these specifications.

**B Materials**

Provide stone for cut-stone boulders of durable quarry dolomitic limestone of approved quality that are sound, hard, dense, resistant to the action of air and water, and free from seams, cracks, or other structural defects.

Provide stone pieces for cut-stone boulders that are rectangular in shape and approved by the engineer with dimensions as shown on the plans.

Provide base aggregate dense 1 ¼-inch according to standard spec 305 for leveling under cut-stone boulders.

**C Construction**

Properly trim and shape the bed and base aggregate leveling pad for the cut-stone boulders in a stair-step configuration as shown on the plans.

Cut-stone boulders shall be placed in an offset pattern such that vertical seams between stones do not horizontally align from one vertical layer of stone to the next.

Place cut-stone boulders by any mechanical means that will produce a completed job within reasonable tolerances of the typical section shown on the plans. Firmly set each cut stone boulder with no rocking or tipping providing a firm foundation for subsequent layers. Unless otherwise provided on the plans, provide cut-stone boulders not less than 8 inches thick. Limit hand work to the amount necessary to fill large voids or to correct segregated areas. Conform to the requirements of standard spec 645.3.1.7 for the placement of cut-stone boulders over base aggregate dense and geotextile fabric - Type HR. Do not place cut-stone boulders against or in contact with any concrete masonry surface prior to the expiration of the curing and protection period for the concrete.

Cut-stone boulders shall be placed at the plan elevations and locations regardless of existing water levels. Provide dewatering and protection of the work area as required for proper installation.

Where storm sewer installations are required within the limits of the cut-stone boulder limits, coordinate the work schedule to ensure proper staging of operations. Maintain a 6-inch minimum depth of granular backfill over the storm sewer pipe. Wrap geotextile against the concrete apron and seal voids between boulders and the apron with cement grout. Grouting and granular backfill are incidental to cut-stone boulders.

**D Measurement**

Cut-Stone Boulders will be measured by the exposed square foot in place of the completed work, and the quantity thereof to be paid for will be the summation of the exposed square foot projections onto a vertical plane of the surface areas of such cut-stone boulders incorporated in the work according to the contract. No deduction in quantity will be made for storm sewer pipe or aprons projecting through the cut-stone boulders. Only accepted work will be measured for payment and the computation of the quantity thereof will be based on the area within the limiting dimensions designated on the plans, in the contract, or established by the engineer. A minimum of 6-inches of base aggregate dense 1 ¼-inch shall be placed under the cut-stone boulders for a leveling pad and is incidental to cut-stone boulders. The minimum width of the leveling pad equals the width of the bottom block course plus 6 inches at both faces. The geotextile fabric under the cut stone boulders will be paid for under a separate bid item.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Cut-Stone Boulders	SF

Payment is full compensation for excavation and preparation of the bed, including backfilling and disposal of surplus material; for furnishing and placing base aggregate leveling pad and cut-stone boulders; and for restoring the site of the work.

## 41. Excavation, Hauling, and Disposal of PAH Contaminated Sediment, Item SPV.0195.01.

### A Description

#### A.1 General

This special provision describes excavating, loading, hauling, and disposing of polycyclic aromatic hydrocarbon (PAH) contaminated sediment at a WDNR-licensed landfill facility. The closest WDNR-licensed landfill facilities are:

Advanced Disposal Services Glacier Ridge Landfill  
N7296 CTH V  
Horicon, WI 53202  
(920) 387-0987

Advanced Disposal Services Hickory Meadows Landfill  
W3105 Schneider Road  
Hilbert, WI 54129  
(920) 853-8553

Waste Management Valley Trail Security Landfill  
N9101 Willard Road  
Berlin, WI 54923  
(866) 909-4458

Waste Management Ridgeview Security Landfill  
6207 Hempton Lake Road  
Whitelaw, WI 54247  
(866) 909-4458

Perform this work conforming to standard spec 205 and Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated sediment.

#### A.2 Notice to the Contractor – Contaminated Sediment Location

The department completed testing for sediment and surface water contamination for locations within this project where excavation is required. Testing indicated that PAH-contaminated sediment is present at the following location where excavation is required, as shown on the plans:

1. Station 9+50 to 10+50 to project limits LT and RT of reference line, from the sediment surface to the maximum depth of sediment excavation/dredging. Sediment contains PAHs, polychlorinated biphenyls (PCBs), and metals and must be managed. Approximately 96 cubic yards (approximately 163 tons at an estimated 1.7 tons per cubic yard) of sediment will be excavated from this location.

If contaminated sediments or soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. If dewatering is required at the above location, conduct dewatering according to Section C below.

The excavation management plan for this project has been designed to minimize the offsite treatment or disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR.

The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities near this project contact:

Name: Ms. Mae Sommerfeld  
WisDOT Northeast Region Environmental Coordinator  
Address: 944 Vanderperren Way, Green Bay, WI 54324  
Phone: (920) 492-5705  
E-mail: [Mae.sommerfeld@dot.wi.gov](mailto:Mae.sommerfeld@dot.wi.gov)

### **A.3 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: O'Brien & Gere Engineers Inc., Part of Ramboll (OBG)  
Address: 234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204  
Contact: Mr. Mark Walter, PE  
Phone: (414) 837-3563  
Fax: (414) 837-3608  
E-mail: [Mark.Walter@ramboll.com](mailto:Mark.Walter@ramboll.com)

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated sediment to be excavated based on sediment analytical results from previous investigations, visual observations, and field screening of sediment that is excavated;
2. Identifying contaminated sediments to be hauled to the landfill facility;
3. Documenting that activities associated with management of contaminated sediment are in conformance with the contaminated sediment management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated sediment from the landfill facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days before beginning excavation activities in each of the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the WDNR-licensed landfill facility that will be used for disposal of contaminated sediments and provide this information to the environmental consultant no later than 30 calendar days before beginning excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated sediment from the WDNR-licensed landfill facility. Do not transport contaminated sediment offsite without prior approval from the environmental consultant.

### **A.4 Health and Safety Requirements**

*Add the following to standard spec 107.1:*

During excavation and dewatering activities, expect to encounter sediment contaminated with PAHs, PCBs, and metals. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer before the start of work.

### **B (Vacant)**

### **C Construction**

*Add the following to standard spec 205.3:*

Control operations in the contaminated areas to minimize the quantity of contaminated sediment excavated.

The environmental consultant will periodically evaluate sediment excavated from the contaminated areas. The environmental consultant will evaluate excavated sediment based on field screening results, visual observations, and analytical results from previous environmental investigations. Assist the environmental consultant in collecting sediment samples for evaluation using excavation equipment. The sediment sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

Directly load and haul sediment designated by the environmental consultant for offsite disposal to the WDNR-licensed landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of PAH-contaminated sediments or residues. Before transport, sufficiently dewater sediment designated for off-site disposal so as not to contain free liquids.

If dewatering is required in areas of known contamination, water generated from dewatering activities may contain contaminants. Such water may be discharged to the storm sewer or surface water with WDNR approval under a Wisconsin Pollution Discharge Elimination System (WPDES) General Permit, or to the sanitary sewer with approval from the City of Fond du Lac. Such water may also be discharged at the City of Fond du Lac wastewater treatment plant with city approval. Contractor shall be responsible for obtaining necessary approvals for dewatering.

Contractor shall meet all applicable requirements of the WDNR and/or city, including control of suspended solids. Perform all necessary monitoring to document compliance with requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping, drainage, and water storage equipment.

Notify the engineer of any dewatering activities and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs associated with excavation dewatering in the contaminated areas are considered incidental to this pay item.

#### **D Measurement**

The department will measure Excavation, Hauling, and Disposal of PAH Contaminated Sediment in tons of contaminated sediment, accepted by the WDNR-licensed landfill facility as documented by weight tickets generated by the landfill facility.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Excavation, Hauling, and Disposal of PAH Contaminated Sediment	TON

Payment is full compensation for excavating, segregating, loading, hauling, disposal of contaminated sediment; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of sediment samples for field evaluation; and dewatering of sediments before transport, if necessary. Management and discharge of water is considered incidental to other bid items in the contract. The department will not pay directly for management and discharge of water.

## **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)
$\geq 95$ to 100	$(0.1 \times \text{PWL}) - 9.5$
$\geq 85$ to $< 95$	0
$\geq 30$ 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)
$\geq 95$ to 100	$(0.2 \times \text{PWL}) - 19$
$\geq 85$ to $< 95$	0
$\geq 50$ 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)
$\geq 99$ to 100	10
$\geq 90$ to $< 99$	0
$\geq 50$ 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://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

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

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

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



Proposal Schedule of Items

Proposal ID: 20230509019 Project(s): 4986-12-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	2.000 STA	_____.	_____.
0004	203.0260 Removing Structure Over Waterway Minimal Debris (structure) 01. P-20-711	1.000 EACH	_____.	_____.
0006	204.0100 Removing Concrete Pavement	582.000 SY	_____.	_____.
0008	204.0150 Removing Curb & Gutter	25.000 LF	_____.	_____.
0010	204.0155 Removing Concrete Sidewalk	187.000 SY	_____.	_____.
0012	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0014	204.0220 Removing Inlets	2.000 EACH	_____.	_____.
0016	204.0245 Removing Storm Sewer (size) 01. 12- Inch	36.000 LF	_____.	_____.
0018	204.0245 Removing Storm Sewer (size) 02. 24- Inch	120.000 LF	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 03. 30- Inch	40.000 LF	_____.	_____.
0022	204.9180.S Removing (item description) 01. Removing Concrete Foundation	15.000 SY	_____.	_____.
0024	205.0100 Excavation Common	219.000 CY	_____.	_____.
0026	206.1001 Excavation for Structures Bridges (structure) 01. B-20-242	1.000 EACH	_____.	_____.
0028	206.5001 Cofferdams (structure) 01. B-20-242	1.000 EACH	_____.	_____.
0030	209.0200.S Backfill Controlled Low Strength	33.000 CY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230509019 Project(s): 4986-12-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	210.1500 Backfill Structure Type A	535.000 TON	_____.	_____.
0034	213.0100 Finishing Roadway (project) 01. 4986-12-71	1.000 EACH	_____.	_____.
0036	305.0110 Base Aggregate Dense 3/4-Inch	6.000 TON	_____.	_____.
0038	305.0120 Base Aggregate Dense 1 1/4-Inch	355.000 TON	_____.	_____.
0040	311.0110 Breaker Run	172.000 TON	_____.	_____.
0042	415.0080 Concrete Pavement 8-Inch	344.000 SY	_____.	_____.
0044	415.0410 Concrete Pavement Approach Slab	124.000 SY	_____.	_____.
0046	416.0160 Concrete Driveway 6-Inch	64.000 SY	_____.	_____.
0048	416.0620 Drilled Dowel Bars	30.000 EACH	_____.	_____.
0050	465.0105 Asphaltic Surface	52.000 TON	_____.	_____.
0052	502.0100 Concrete Masonry Bridges	508.000 CY	_____.	_____.
0054	502.3200 Protective Surface Treatment	535.000 SY	_____.	_____.
0056	502.3210 Pigmented Surface Sealer	73.000 SY	_____.	_____.
0058	505.0400 Bar Steel Reinforcement HS Structures	11,380.000 LB	_____.	_____.
0060	505.0600 Bar Steel Reinforcement HS Coated Structures	62,960.000 LB	_____.	_____.
0062	511.1200 Temporary Shoring (structure) 01. B-20-242	1,970.000 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230509019 Project(s): 4986-12-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	513.7031 Railing Steel Type C6	162.000 LF	_____.	_____.
0066	516.0500 Rubberized Membrane Waterproofing	24.000 SY	_____.	_____.
0068	517.1015.S Concrete Staining Multi-Color (structure) 01. B-20-242	525.000 SF	_____.	_____.
0070	517.1050.S Architectural Surface Treatment (structure) 01. B-20-242	525.000 SF	_____.	_____.
0072	520.8000 Concrete Collars for Pipe	1.000 EACH	_____.	_____.
0074	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	1.000 EACH	_____.	_____.
0076	550.0500 Pile Points	32.000 EACH	_____.	_____.
0078	550.2104 Piling CIP Concrete 10 3/4 X 0.25-Inch	1,590.000 LF	_____.	_____.
0080	601.0409 Concrete Curb & Gutter 30-Inch Type A	201.000 LF	_____.	_____.
0082	602.0405 Concrete Sidewalk 4-Inch	184.000 SF	_____.	_____.
0084	602.0415 Concrete Sidewalk 6-Inch	1,199.000 SF	_____.	_____.
0086	602.0505 Curb Ramp Detectable Warning Field Yellow	30.000 SF	_____.	_____.
0088	606.0300 Riprap Heavy	130.000 CY	_____.	_____.
0090	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	20.000 LF	_____.	_____.
0092	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	121.000 LF	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	44.000 LF	_____.	_____.
0096	611.0530 Manhole Covers Type J	2.000 EACH	_____.	_____.
0098	611.0624 Inlet Covers Type H	2.000 EACH	_____.	_____.
0100	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.
0102	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0104	611.3230 Inlets 2x3-FT	1.000 EACH	_____.	_____.
0106	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0108	611.9850.S Pipe Grates (size) 01. 30-Inch	1.000 EACH	_____.	_____.
0110	612.0406 Pipe Underdrain Wrapped 6-Inch	140.000 LF	_____.	_____.
0112	618.0100 Maintenance And Repair of Haul Roads (project) 01. 4986-12-71	1.000 EACH	_____.	_____.
0114	619.1000 Mobilization	1.000 EACH	_____.	_____.
0116	624.0100 Water	15.000 MGAL	_____.	_____.
0118	625.0100 Topsoil	64.000 SY	_____.	_____.
0120	628.1504 Silt Fence	110.000 LF	_____.	_____.
0122	628.1520 Silt Fence Maintenance	110.000 LF	_____.	_____.
0124	628.1905 Mobilizations Erosion Control	5.000 EACH	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	_____.	_____.
0128	628.2008 Erosion Mat Urban Class I Type B	63.000 SY	_____.	_____.
0130	628.6005 Turbidity Barriers	30.000 SY	_____.	_____.
0132	628.7020 Inlet Protection Type D	3.000 EACH	_____.	_____.
0134	629.0210 Fertilizer Type B	0.070 CWT	_____.	_____.
0136	630.0140 Seeding Mixture No. 40	1.100 LB	_____.	_____.
0138	630.0500 Seed Water	1.500 MGAL	_____.	_____.
0140	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	2.000 EACH	_____.	_____.
0142	637.2210 Signs Type II Reflective H	3.000 SF	_____.	_____.
0144	637.2230 Signs Type II Reflective F	7.070 SF	_____.	_____.
0146	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0148	643.0420 Traffic Control Barricades Type III	5,192.000 DAY	_____.	_____.
0150	643.0705 Traffic Control Warning Lights Type A	8,496.000 DAY	_____.	_____.
0152	643.0900 Traffic Control Signs	4,248.000 DAY	_____.	_____.
0154	643.1050 Traffic Control Signs PCMS	14.000 DAY	_____.	_____.
0156	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0158	645.0111 Geotextile Type DF Schedule A	151.000 SY	_____.	_____.



## Proposal Schedule of Items

Proposal ID: 20230509019 Project(s): 4986-12-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	645.0120 Geotextile Type HR	310.000 SY	_____.	_____.
0162	646.1020 Marking Line Epoxy 4-Inch	210.000 LF	_____.	_____.
0164	646.5320 Marking Railroad Crossings Epoxy	1.000 EACH	_____.	_____.
0166	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	16.000 LF	_____.	_____.
0168	646.8120 Marking Curb Epoxy	20.000 LF	_____.	_____.
0170	646.8220 Marking Island Nose Epoxy	2.000 EACH	_____.	_____.
0172	650.4000 Construction Staking Storm Sewer	5.000 EACH	_____.	_____.
0174	650.4500 Construction Staking Subgrade	129.000 LF	_____.	_____.
0176	650.6501 Construction Staking Structure Layout (structure) 01. B-20-0242	1.000 EACH	_____.	_____.
0178	650.7000 Construction Staking Concrete Pavement	120.000 LF	_____.	_____.
0180	650.9500 Construction Staking Sidewalk (project) 01. 4986-12-71	1.000 EACH	_____.	_____.
0182	650.9911 Construction Staking Supplemental Control (project) 01. 4986-12-71	1.000 EACH	_____.	_____.
0184	650.9920 Construction Staking Slope Stakes	129.000 LF	_____.	_____.
0186	652.0125 Conduit Rigid Metallic 2-Inch	10.000 LF	_____.	_____.
0188	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	85.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230509019 Project(s): 4986-12-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0190	690.0150 Sawing Asphalt	70.000 LF	_____.	_____.
0192	690.0250 Sawing Concrete	211.000 LF	_____.	_____.
0194	715.0502 Incentive Strength Concrete Structures	3,048.000 DOL	1.00000	3,048.00
0196	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0198	801.0117 Railroad Flagging Reimbursement	50,000.000 DOL	1.00000	50,000.00
0200	999.1501.S Crack and Damage Survey	2.000 EACH	_____.	_____.
0202	SPV.0060 Special 01. Settlement Monitoring	1.000 EACH	_____.	_____.
0204	SPV.0060 Special 02. Vibration Monitoring	1.000 EACH	_____.	_____.
0206	SPV.0060 Special 03. Temporary Bracing Railroad	1.000 EACH	_____.	_____.
0208	SPV.0165 Special 01. Concrete Sidewalk 6-Inch Special	298.000 SF	_____.	_____.
0210	SPV.0165 Special 02. Concrete Median 6-Inch Special	101.000 SF	_____.	_____.
0212	SPV.0165 Special 03. Cut-Stone Boulders	410.000 SF	_____.	_____.
0214	SPV.0195 Special 01. Excavation, Hauling, and Disposal of PAH Contaminated Sediment	163.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH ADDENDA HERE**



## Wisconsin Department of Transportation

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April 19, 2023

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

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

### **NOTICE TO ALL CONTRACTORS:**

#### **Letting Time Addendum #01**

#### **Letting of May 9, 2023**

The Bid Submittal Time on the Highway Work Proposal for all proposals in the May 9, 2023 letting inadvertently show a time of 9:00 am. This addendum changes the time to 11:00 am.

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

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

