

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **048**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
7050-00-72	N/A	Neillsville - Thorp, Hunt Street to STH 29 E	STH 073	Clark
7050-00-73	N/A	Neillsville - Thorp, Rock Creek Bridge to Hunt Street	STH 073	Clark

## 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: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 11, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  <h3 style="margin: 0;">SAMPLE</h3> <h3 style="margin: 0;">NOT FOR BIDDING PURPOSES</h3>
Contract Completion Time September 30, 2025	This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal <span style="float: right;">0%</span>	

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

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

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

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

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

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

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

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

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

Notary Seal

<b>Type of Work:</b> Removals, Milling, Grading, Aggregate, Asphalt Pavement, Culvert Pipe, Curb and Gutter, Beam Guard, Erosion Control, Traffic Control, Pavement Marking, Restoration.	<b>For Department Use Only</b>
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:  
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.
- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

## B. Submitting Electronic Bids

### B.1 On the Internet

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

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

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

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

**Bidder Name**

**BN00**

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

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

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

**B Waiver of Electronic Submittal**

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

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

**PRINCIPAL**

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

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

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

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

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

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

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

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

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

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

**NOTARY FOR PRINCIPAL**

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

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

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

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

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

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

**Notary Seal**

**NOTARY FOR SURETY**

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

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

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

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

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

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

**Notary Seal**

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

# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



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

### Instructions for Certification

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

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

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

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

## Special Provisions

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**STSP'S Revised July 3, 2024**

**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 7050-00-72, Neillsville – Thorp, Hunt Street to STH 29 E, STH 73, Clark County, Wisconsin; and Project 7050-00-73, Neillsville – Thorp, Rock Creek Bridge to Hunt Street, STH 73, Clark County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition, as published by the department, and these special provisions.

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

100-005 (20240703)

**2. Scope of Work.**

The work under this contract shall consist of asphalt pavement resurface, curb ramp replacements, curb and gutter replacements, culvert pipe replacements, box culvert extension, wing wall replacements, structure concrete repair and overlay, beam guard replacements, pavement marking, restoration and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

**3. Prosecution and Progress.**

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

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

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

**Interim Completion Date for 7050-00-73: August 29, 2025**

Within the project limits of project 7050-00-73, all work shall be completed by August 29, 2025. If the contractor fails to complete the work specified in the contract for project 7050-00-73 before August 29, 2025, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on August 30, 2025. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Note that due to the Holiday Work Restriction, no work is allowed to be performed beyond noon on August 29, 2025.

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

**Work Restrictions**

HMA shall be placed within 72 hours of milling operations.

## **Curb Ramp Replacements**

The City Hall entrance may be closed for up to three working days during the construction of the curb ramp in the southwest corner of STH 73 and School Street. Coordinate with Kayla Schar at (715) 267-6205 eight weeks prior to constructing the curb ramp to arrange the closure of City Hall.

Coordinate with the property owners a minimum of two weeks prior to constructing the curb ramps located at Station 117+40, RT (School Street) and Station 121+10, RT (Division Street) to arrange for alternate building access while the sidewalk is being replaced in front of the building entrance.

## **Curb and Gutter Replacement at Clear Water Drive Entrance STA 91+80 LT**

Curb and gutter may be replaced all at once in front of the Clear Water Drive entrance. However, the contractor shall notify the City of Greenwood Utility Director, Trent Johnson, at (715) 267-7496 a minimum of two days prior to removal and replacement of curb and gutter at that location.

## **Migratory Birds**

Swallow or other migratory bird nests have been observed on or under the existing structure(s). 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.

See below for information on affected structure(s). As a last resort, apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring.

Either prevent active nests from becoming established or prevent birds from nesting by installing and/or maintaining one suitable deterrent device on the following structure(s) prior to nesting activity under the bid item Installing and Maintaining Bird Deterrent System:

- Station 243+58

## **Fish Spawning**

There shall be no instream disturbance of the Popple River at Station 243+50 as a result of construction activity under or for this contract, from March 1 to June 15, both dates inclusive, in order to avoid adverse impacts upon a state-concern mussel.

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.

## **Protection of Endangered Bats (Tree Clearing)**

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

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

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

Contractor means and methods to remove trees will not be allowed. If it is determined that 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.

### Temporary Turtle Turn-arounds

Temporary turtle-turnarounds shall be placed according to plan sheets or as ordered by the project leader and extend to the shoulder points of the road. These turn-arounds will be used in places where turtle habitat is known to exist.

Habitats within areas specified below shall not be impacted unless the temporary turtle turn-arounds have been installed:

- Suitable habitats within 246' of a stream/river with associated forested riparian corridors from March 15<sup>th</sup> to May 14<sup>th</sup>
- Nesting habitats within 984' of a stream/river from May 15<sup>th</sup> to September 15<sup>th</sup>, which is usually identified by open, sandy/gravel soils typically near a river/stream. This can include roadsides and gravelly shoulders of roadways

If a turtle is found during construction, the turtle shall be moved out of the project area to a suitable habitat.

For wet culvert replacements and bridge work (wing wall replacement), temporary turtle turn-arounds shall be installed by May 15<sup>th</sup> (inclusive) unless DNR coordination or surveys have occurred.

## 4. Traffic.

This project will be constructed under traffic utilizing flagging operations. Staging will be needed on the bridge B-10-0072 deck overlay and wingwall replacements where work will be performed half at a time and the bridge traffic will be maintained using temporary signals. Within the urban portion of the project, sidewalk closures will be clearly signed during curb ramp replacements.

Equip all construction vehicles and equipment entering or leaving live traffic lanes with a hazard identification beam (flashing yellow signal). The beam shall be activated when merging into or exiting a live traffic lane.

Have available at all times experienced personnel to promptly install, remove, and reinstall the required traffic control devices to route traffic in order to perform the necessary construction operations.

### Wisconsin Lane Closure System Advance Notification

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

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

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

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

## 5. Holiday and Special Event Work Restrictions.

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

- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day.
- From 8:00 AM Saturday, September 13, 2025 to 8:00 AM Sunday, September 14, 2025 for Greenwood Summer Fest.

stp-107-005 (20210113)

## 6. Utilities.

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

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

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice, of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed, and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-065 (20240703)

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

Underground and overhead facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities always. The contractor shall have all buried utilities field located prior to the start of construction. Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work.

**Frontier Communications of WI LLC – Communication** has underground facilities within the project limits at the following locations:

### 7050-00-72

- Station 447+89 TO Station 446+80: Place within ROW limits along STH 73/CTH N and spliced into existing ped at Station 447+89. Placement will be buried at depth 36" along STH 73/CTH N from existing ped at Station 447+89 towards south up to bore pit at Station 446+80.
- Station 446+80 TO Station 444+80: Continue placement on road within ROW limits along STH 73/CTH N. Placement will be buried at depth 15' from bore pit north of STH 73/CTH N towards south up to proposed ped at Station 444+80. Copper will be spliced into proposed ped at Station 444+80.
- Station 446+52 TO Station 445+20: Place within ROW limits along STH 73/CTH N and spliced into proposed ped at Station 446+52. Placement will be buried at depth 48" along STH 73/CTH N from proposed ped at Station 446+52 towards south up to proposed ped at Station 445+20. Copper will be spliced into proposed ped at Station 445+20.

- Station 436+00 TO Station 433+80: Place within ROW limits along west side of STH 73/CTH N and spliced into proposed ped at Station 436+00. Placement will be buried at depth 15' along STH 73/CTH N from proposed ped at Station 436+00 towards south up to proposed ped at Station 433+80. Copper will be spliced into proposed ped at Station 433+80.
- Station 436+00 TO Station 433+80: Place within ROW limits along east side of STH 73/CTH N and spliced into proposed ped at Station 436+00. Placement will be buried at depth 15' along STH 73/CTH N from proposed ped at Station 436+00 towards south up to proposed ped at Station 433+80. Copper will be spliced into proposed ped at Station 433+80.

Frontier Communications will complete all work prior to construction.

7050-00-73

No conflicts anticipated.

**TDS Telecom-Communication** has underground facilities within the project limits at the following locations:

7050-00-72

No conflicts anticipated.

7050-00-73

- Station 91+50 LT: TDS has a direct buried copper facility in the west ROW of South Main St. Greenwood WI that conflicts with the new guardrail being placed South of Clear Water Dr crossing the Rock Creek. TDS will have a construction crew ready to move this cable within 4 hours of notification of cable being in conflict. Work will be completed within ½ day. Monitor and adjust as needed situation.

TDS will complete all work during construction.

**We Energies-Gas/Petroleum** has underground facilities within the project limits at the following locations:

7050-00-72

No conflicts anticipated.

7050-00-73

The existing gas main at Station 92+00 RT conflicts with the proposed beam guard and will be relocated as follows:

- Station 91+84 30, RT to Station 91+84 31.5, RT
- Station 91+84 31.5, RT to Station 92.01 33, RT
- Station 92.01 33, RT to Station 92+30 33, RT
- Station 92+30 33, RT to Station 92.30, RT

We Energies will complete all work prior to construction.

**City of Greenwood – Water** and **City of Greenwood – Sewer** has underground facilities within the project limits at the following locations:

7050-00-72

No conflicts anticipated

7050-00-73

- Station 91+20 TO Station 137+59 BACK: City of Greenwood will adjust manhole castings and valve box covers. Coordinate with City of Greenwood Director of Public Works, Eddie Herrick, at (715) 937-6081, a minimum of 5 business days prior to milling operations within the city limits.

City of Greenwood will complete all work during construction.

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

**ATC Management, Inc.**  
**Astrea**  
**CenturyLink Communications, LLC**  
**Clark Electric Cooperative**  
**Everstream**  
**Level 3 Communications LLC**  
**Magellan Pipeline**  
**Xcel Energy-Electricity Transmission**  
**Xcel Energy-Electricity Distribution**

**7. Other Contracts.**

Coordination shall be completed with 1050-00-62 on work by STH 73 median island near STH 29. Project 1050-00-62 will pave between ramps on the STH 73/STH 29 interchange and pick up resurfacing where 7050-00-72 leaves off resurfacing.

Project 7840-03-03/73, Black River Bridge B-10-0378, County Road G, is scheduled to be constructed at the same time as the proposed project and will utilize WIS 73 for a detour route. If the project is constructed at the same time, traffic control signage shall be coordinated with the other project.

**8. Work by Others – Removal of Landscaping Retaining Block Wall.**

The existing landscaping retaining wall block located between Station 121+77, RT and Station 121+89, RT will be removed by the City of Greenwood prior to replacing the curb ramp located in the northeast corner of the STH 73/Division Street intersection. The contractor is to notify Eddie Herrick, City of Greenwood Director of Public Works at (715) 937-6081 a minimum of two weeks prior to constructing the curb ramp to arrange for removal of the retaining wall.

After the majority of construction is complete (before restoration), the contractor is again to notify the City of Greenwood Director of Public Works that the site is ready for the landscaping retaining wall block to be replaced.

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

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

A copy of the permit is available from the regional office by contacting Daniel Rambo at (715) 514-7255

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

**10. Construction Over or Adjacent to Navigable Waters.**

The Popple River is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

7050-00-72, 7050-00-73

**11. 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)

**12. Notice to Contractor, Survey Monument Coordination.**

The contractor is to notify the Clark County Surveyor, Wade Pettit, (715) 743-5130, at least 30 days before the beginning of construction activities. The Clark County Surveyor will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (before restoration), the contractor is again to notify the Clark County Surveyor that the site is ready for the replacement of the monuments. The Clark County Surveyor will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset.

**13. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.**

Paul Garvey, License Number All-117079, inspected Structure C-10-1092 for asbestos on November 17, 2021. 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 Daniel Rambo, (715) 514-7255, Daniel.Rambo@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 Daniel Rambo, (715) 514-7255, Daniel.Rambo@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 C-10-1092, STH 73 over Drainage Way
- Site Address: 0.691M N JCT Century Rd
- Ownership Information: WisDOT Transportation NW Region, 718 West Clairemont Ave, Eau Claire, WI 54701
- Contact: Daniel Rambo
- Phone: (715) 514-7255
- Age: 88 years old. This structure was constructed in 1937
- Area: 476 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)

#### 14. Notice to Contractor, Electronic Load Tickets.

Replace standard spec 109.1.4.3 (1) with the following:

(1) Submit an electronic ticket for each load of material for the following bid items:

- 460.6644 HMA Pavement 4 MT 58-34 V
- 460.6645 HMA Pavement 5 MT 58-34 V

Include the information as specified in 109.1.4.2 on each electronic ticket. If there is a failure in the electronic ticket system, provide a printed ticket for each load of material as a substitute for electronic tickets.

#### 15. Abatement of Asbestos Containing Material B-10-0072, Item 203.0211.S.

##### A Description

This special provision describes abating asbestos containing material on structures.

##### B (Vacant)

##### C Construction

Paul M. Garvey, License Number All-117079, inspected Structure B-10-0072 for asbestos on November 17, 2021. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: in the gray caulk on the parapet wall seams and abutment seams, Category II non-friable asbestos but has the potential to become friable during demolition, approximately 300 linear foot.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is included in the bid package or available from Daniel Rambo, (715) 514-7255, Daniel.Rambo@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 3/20), 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 and the abatement report to Daniel Rambo, (715) 514-7255, [Daniel.Rambo@dot.wi.gov](mailto:Daniel.Rambo@dot.wi.gov) and via email to [dothazmatunit@dot.wi.gov](mailto:dothazmatunit@dot.wi.gov) or via US 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 B-10-0072, STH 73 over Popple River
- Site Address: 4.6M N JCT CTH G
- Ownership Information: WisDOT Transportation NW Region, 718 West Clairemont Ave, Eau Claire, WI 54701
- Contact: Daniel Rambo
- Phone: (715) 514-7255
- Age: 40 years. This structure was constructed in 1985.
- Area: 5928 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.

##### D Measurement

The department will measure Abatement of Asbestos Containing Material (Structure #) by each structure, 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
203.0211.S	Abatement of Asbestos Containing Material B-10-0072	EACH

Payment is full compensation for submitting necessary forms; removing all asbestos; and for properly disposing of all waste materials.

stp-203-005 (20220628)

**16. Removing Culvert Endwalls, Item 204.9060.S.**

**A Description**

This special provision describes removing Culvert Endwalls conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Culvert Endwalls in Each, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S	Removing Culvert Endwalls	EACH

stp-204-025 (20230113)

**17. Temporary Lane Shift During Culvert Work, Item 208.1500.S.**

**A Description**

This special provision describes the construction of a temporary lane shift to maintain traffic with a one-lane roadway around culvert work.

**B (Vacant)**

**C Construction**

Place fill and base aggregate dense as needed to maintain traffic through the lane shift.

Furnish materials and construct conforming to the following standard specs:

Common excavation, material removal, and disposal .....	205
Borrow .....	208
Base Aggregate Dense .....	305

Do pertinent construction staking according to standard spec 650 for the temporary lane shift.

Construct to appropriate widths and material thicknesses. Remove materials once the lane shift is no longer needed to maintain traffic.

**D Measurement**

The department will measure Temporary Lane Shift During Culvert Work as a single unit for each temporary roadway, 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
208.1500.S	Temporary Lane Shift During Culvert Work	EACH

Payment is full compensation for placing, removing and disposal of fill material, including any base aggregate dense used for the driving surface, and associated construction staking.

The department will pay separately for traffic control and erosion control items.

stp-208-010 (20210708)

## 18. 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	ASTM D-6024	20-40 @ 14 days
Strength (psi)		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 Weather Bureau 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)

**19. Material Transfer Vehicle, Item 460.9000.S.**

**A Description**

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

**B Materials**

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

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
460.9000.S	Material Transfer Vehicle	EACH

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

stp-460-900 (20230113)

**20. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S;  
HMA Percent Within Limits (PWL) Test Strip Density, Item 460.0110.S.**

**A Description**

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for contracts constructed under HMA Percent Within Limits (PWL) QMP. A density test strip is required for each pavement layer placed over a specific, uniform underlying material, unless specified otherwise in the plans. Each contract is restricted to a single mix design per mix type per layer (e.g., upper layer and lower layer may have different mix type specified or may have the same mix type with different mix designs). Each mix design requires a separate test strip. Density and volumetrics testing will be conducted on the same test strip whenever possible.

Perform work according to standard spec 460 and as follows.

**B Materials**

Use materials conforming to HMA Pavement Percent Within Limits (PWL) QMP special provision.

**C Construction**

**C.1 Test Strip**

Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. If the contractor fails to begin paving within 2 hours of the submitted start time, the test strip is delayed, and the department will assess the contractor \$2,000 for each instance according to Section E of this document. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

On the first day of production for a test strip, produce approximately 750 tons of HMA. (Note: adjust tonnage to accommodate natural break points in the project.) Locate test strips in a section of the roadway to allow a representative rolling pattern (i.e., not a ramp or shoulder, etc.).

### C.1.1 Sampling and Testing Intervals

#### C.1.1.1 Volumetrics

Laboratory testing will be conducted from a split sample yielding three components, with portions designated for QC (quality control), QV (quality verification), and retained.

During production for the test strip, obtain sufficient HMA mixture for three-part split samples from trucks prior to departure from the plant. Collect three split samples during the production of test strip material. Perform sampling from the truck box and three-part splitting of HMA according to WTM R47. These three samples will be randomly selected by the engineer from each *third* of the test strip tonnage (T), excluding the first 50 tons:

<u>Sample Number</u>	<u>Production Interval (tons)</u>
1	50 to 1/3 T
2	1/3 T to 2/3 T
3	2/3 T to T

#### C.1.1.2 Density

Required field tests include contractor QC and department QV nuclear density gauge tests and pavement coring at ten individual locations (five in each half of the test strip length) according to Appendix A: *Test Methods and Sampling for HMA PWL QMP Projects*. Both QV and QC teams shall have two nuclear density gauges present for correlation at the time the test strip is constructed. QC and QV teams may wish to scan with additional gauges at the locations detailed in Appendix A, as only gauges used during the test strip correlation phase will be allowed.

### C.1.2 Field Tests

#### C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to WTM T355 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to WTM T355. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

The contractor is responsible for coring the pavement from the footprint of the density tests and filling core holes according to Appendix A. Coring and filling of pavement core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Testing of cores shall be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take possession of cores following laboratory testing and will be responsible for any verification testing at the discretion of the engineer.

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft<sup>3</sup>. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft<sup>3</sup>. If no PWL production QV volumetric test is to be taken in a density-only test strip, a non-random QV test will be taken according to 460.2.8.3.1.4 as modified in HMA Pavement Percent Within Limits (PWL) QMP and if non-conforming to C.2.1 herein, follow corrective action outlined in 460.2.8.2.1.7(4) as modified in HMA Pavement Percent Within Limits (PWL) QMP.

Exclusions such as shoulders and appurtenances shall be tested and reported according to CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. However, unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.

### C.1.3 Laboratory Tests

#### C.1.3.1 Volumetrics

Obtain random samples according to C.1.1.1 and Appendix A. Perform tests the same day as taking the sample.

Theoretical maximum specific gravities of each mixture sample will be obtained. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

### C.2 Acceptance

#### C.2.1 Volumetrics

Produce mix conforming to the following limits based on individual QC and QV test results (tolerances based on most recent JMF):

ITEM	ACCEPTANCE LIMITS
Percent passing given sieve:	
37.5-mm	+/- 8.0
25.0-mm	+/- 8.0
19.0-mm	+/- 7.5
12.5-mm	+/- 7.5
9.5-mm	+/- 7.5
2.36-mm	+/- 7.0
75-µm	+/- 3.0
Asphaltic content in percent <sup>[1]</sup>	- 0.5
Air Voids	-1.5 & +2.0
VMA in percent <sup>[2]</sup>	- 1.0
Maximum specific gravity	+/- 0.024

<sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction.

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

QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

Calculation of air voids shall use either the QC, QV, or retained split sample test results, as identified by conducting the paired t-test with the WisDOT PWL Test Strip Spreadsheet.

If QC and QV test results do not correlate as determined by the split sample comparison, the retained split sample will be tested by the department's AASHTO accredited laboratory and HTCP certified personnel as a referee test. Additional investigation shall be conducted to identify the source of the

difference between QC and QV data. Referee data will be used to determine material conformance and pay.

### C.2.2 Density

Compact all layers of test strip HMA mixture according to Table 460-3.

Nuclear density gauges are acceptable for use on the project only if correlation is completed for that gauge during the time of the test strip and the department issues documentation of acceptance stating the correlation offset value specific to the gauge and mix design. The offset is not to be entered into any nuclear density gauge as it will be applied by the department-furnished Field Density Worksheet.

### C.2.3 Test Strip Approval and Material Conformance

All applicable laboratory and field testing associated with a test strip shall be completed prior to any additional mainline placement of the mix. All test reports shall be submitted to the department upon completion and approved before paving resumes. The department will notify the contractor within 24 hours from start of test strip regarding approval to proceed with paving unless an alternate time frame is agreed upon in writing with the department. The 24-hour approval time includes only working days as defined in standard spec 101.3.

The department will evaluate material conformance and make pay adjustments based on the PWL value of air voids and density for the test strip. The QC core densities and QC and QV mix results will be used to determine the PWL values as calculated according to Appendix A.

The PWL values for air voids and density shall be calculated after determining core densities. An approved test strip is defined as the individual PWL values for air voids and density both being equal to or greater than 75, mixture volumetric properties conforming to the limits specified in C.2.1, and an acceptable gauge-to-core correlation. Further clarification on PWL test strip approval and appropriate post-test strip actions are shown in the following table:

PWL TEST STRIP APPROVAL AND MATERIAL CONFORMANCE CRITERIA

PWL VALUE FOR AIR VOIDS AND DENSITY	TEST STRIP APPROVAL	MATERIAL CONFORMANCE	POST-TEST STRIP ACTION
Both PWL $\geq$ 75	Approved <sup>1</sup>	Material paid for according to Section E	Proceed with Production
50 $\leq$ Either PWL < 75	Not Approved	Material paid for according to Section E	Consult BTS to determine need for additional test strip
Either PWL < 50	Not Approved	Unacceptable material removed and replaced or paid for at 50% of the contract unit price according to Section E	Construct additional Volumetrics or Density test strip as necessary

<sup>1</sup> In addition to these PWL criteria, mixture volumetric properties must conform to the limits specified in C.2.1, split sample comparison must have a passing result and an acceptable gauge-to-core correlation must be completed.

A maximum of two test strips will be allowed to remain in place per pavement layer per contract. If material is removed, a new test strip shall replace the previous one at no additional cost to the department. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for the additional test strip according to Section E of this special provision. For simultaneously conducted density and volumetric test strip components, the following must be achieved:

- i. Passing/Resolution of Split Sample Comparison
- ii. Volumetrics/mix PWL value  $\geq$  75
- iii. Density PWL value  $\geq$  75
- iv. Acceptable correlation

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) and (ii), while density must accomplish (iii) and (iv). If any applicable criteria are not achieved for a given test strip, the engineer, with authorization from the department's Bureau of Technical Services, will direct an additional test strip (or alternate plan approved by the department) be conducted to prove the criteria can be met prior to

additional paving of that mix. For a density-only test strip, determination of mix conformance will be according to main production, i.e., HMA Pavement Percent Within Limits (PWL) QMP special provision.

**D Measurement**

The department will measure HMA Percent Within Limits (PWL) Test Strip as each unit of work, acceptably completed as passing the required air void, VMA, asphalt content, gradation, and density correlation for a Test Strip. Material quantities shall be determined according to standard spec 450.4 and detailed here within.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
460.0105.S	HMA Percent Within Limits (PWL) Test Strip Volumetrics	EACH
460.0110.S	HMA Percent Within Limits (PWL) Test Strip Density	EACH

These items are intended to compensate the contractor for the construction of the test strip for contracts paved under the HMA Pavement Percent Within Limits QMP article.

Payment for HMA Percent Within Limits (PWL) Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing, and for the proper labeling, handling, and retention of the split samples.

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

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in C.1 of this document, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e., \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

Pay adjustment will be calculated using 65 dollars per ton of HMA pavement. The department will pay for measured quantities of mix based on \$65/ton multiplied by the following pay adjustment:

**PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY**

<i>PERCENT WITHIN LIMITS</i> (PWL)	<i>PAYMENT FACTOR, PF</i> (percent of \$65/ton)
≥ 90 to 100	PF = ((PWL – 90) * 0.4) + 100
≥ 50 to < 90	(PWL * 0.5) + 55
<50	50% <sup>[1]</sup>

where, PF is calculated per air voids and density, denoted PF<sub>air voids</sub> & PF<sub>density</sub>

<sup>[1]</sup> Material resulting in PWL value less than 50 shall be removed and replaced, unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density will be according to Table 460-3. Pay adjustment will be determined for an acceptably completed test strip and will be computed as shown in the following equation:

$$\text{Pay Adjustment} = (\text{PF}-100)/100 \times (\text{WP}) \times (\text{tonnage}) \times (\$65/\text{ton})^*$$

\*Note: If Pay Factor = 50, the contract unit price will be used in lieu of \$65/ton and the weighted percentage (WP) will equal 1.0.

The following weighted percentage (WP) values will be used for the corresponding parameter:

<u>Parameter</u>	<u>WP</u>
Air Voids	0.5
Density	0.5

Individual Pay Factors for each air voids ( $PF_{\text{air voids}}$ ) and density ( $PF_{\text{density}}$ ) will be determined.  $PF_{\text{air voids}}$  will be multiplied by the total tonnage produced (i.e., from truck tickets), and  $PF_{\text{density}}$  will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lane excluding shoulder) as determined according to Appendix A.

The department will pay incentive for air voids under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

stp-460-040 (20230629)

## 21. **Cleaning Decks to Reapply Concrete Masonry Overlay, Item 509.0505.S.**

### **A Description**

This special provision describes cleaning the entire bridge deck after the existing concrete masonry overlay is removed, prior to placing a new concrete masonry overlay.

### **B (Vacant)**

### **C Construction**

Blast-clean the entire surface of the deck, the vertical faces of curbs, sidewalks and parapets to the depth of the adjoining concrete overlay. Blast-clean all exposed existing reinforcing steel. Repair damage to existing epoxy-coated reinforcement remaining in place that is either uncovered by or damaged by the contractor's operations. Use engineer-approved patching or repair material compatible with the existing coating and inert in concrete.

Clean the surface on which the new concrete will be placed to remove all loose particles and dust by either brooming and water pressure using a high-pressure nozzle, or by water and air pressure. Use water for cleaning that conforms to standard spec 501.2.6.

### **D Measurement**

The department will measure Cleaning Decks to Reapply Concrete Masonry Overlay by the square yard, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.0505.S	Cleaning Decks to Reapply Concrete Masonry Overlay	SY

Payment is full compensation for cleaning the concrete surfaces.

stp-509-065 (20210708)

## 22. **Removing Concrete Masonry Deck Overlay B-10-0072, Item 509.9005.S.**

### **A Description**

This special provision describes removing concrete bridge deck overlays by milling the entire bridge deck as the plans show.

7050-00-72, 7050-00-73

Conform to standard spec 204 as modified in this special provision.

**B (Vacant)**

**C Construction**

**C.1 Milling**

Use a self-propelled milling machine that is specially designed and constructed for milling bridge decks. It shall mill without tearing or gouging the concrete masonry underlying the existing overlay. The machine shall consist of a cutting drum with carbide or diamond tip teeth. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer.

Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade and slope control, and an acceptable dust control system.

Perform milling in a manner that precludes damage to the bridge floor and results in a uniform textured finish that:

1. Is free of sharp protrusions;
2. Removes a minimum of 1/4 inch of the original concrete deck or slab, or to a depth the plans show;
3. Has uniform transverse grooves that measure up to 1/4 inch vertically and transversely; and
4. If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

Windrowing and storing of the removed milled concrete masonry on the bridge is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the bridge of all materials and equipment.

**D Measurement**

The department will measure Removing Concrete Masonry Deck Overlay B-10-0072 by the square yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9005.S	Removing Concrete Masonry Deck Overlay B-10-0072	SY

Payment is full compensation for removing the concrete masonry; and for properly disposing of all materials.

stp-509-005 (20210113)

**23. Salvaged Rail, Item 614.0920.**

*Revise standard spec 614.3.9 (1) with the following:*

Dismantle and remove the rail, guardrail end treatment, or other component the salvaged bid item indicates from the locations the contract designates undamaged. Do not cut material that would be otherwise reusable. Remove and dispose of wooden component parts and unwanted materials. Restore the site.

*Supplement standard spec 614.3.9 with the following:*

(4) Place salvaged rail within the existing road right-of-way for collection by the County. Contact Clark County at least five business days prior to removing the materials. The contact for Clark County is Clark County Highway Department Operations Manager, Tom Clark, at (715) 255-8266.

- 24. Installing and Maintaining Bird Deterrent System Station 255+71, Item 999.2000.S.01.;**  
**Installing and Maintaining Bird Deterrent System Station 351+11, Item 999.2000.S.02.;**  
**Installing and Maintaining Bird Deterrent System Station 376+83, Item 999.2000.S.03.;**  
**Installing and Maintaining Bird Deterrent System Station 445+78, Item 999.2000.S.04.;**  
**Installing and Maintaining Bird Deterrent System Station 243+50, Item 999.2000.S.05.;**  
**Installing and Maintaining Bird Deterrent System Station 89+13, Item 999.2000.S.06.**

#### **A Description**

This special provision describes inspecting, installing and maintaining approved deterrents that prevent migratory bird nesting on bridges and culverts. Swallows or other migratory birds' nests have been observed on or under the existing culvert or bridge at the station identified. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. One deterrent system shall be installed and/or maintained for each applicable structure. Deterrent methods selected shall be appropriate for structure type, size and/or site-specific constraints.

#### **B Materials**

##### **B.1 Hardware and Lumber**

Lumber, hardware, and fastening devices shall be durable enough to last through the length of the nesting season. Fastening devices and deterrence system must be approved by the engineer prior to installation on culverts and bridges that will remain in service after removal of deterrent systems. The method of fastening should not compromise the culvert or bridge concrete surfaces or steel protection systems. The attachment locations must be restored and repaired as needed by use of engineer approved fillers, sealers and paint systems.

##### **B.2 Netting Materials**

Exclusion netting is material either wrapped around or draped and fastened to bridge decks/abutments and culvert corners to prevent bird entry.

Furnish exclusionary netting to deter nesting in bridge decks and abutments and corners of box culverts, consisting of either:

- a. 1/2" x 1/2" or 3/4" x 3/4" knotless, flame resistant, U.V. stabilized polyethylene or polypropylene netting with minimum 40-pound breaking strength per strand, or engineer approved equal.
- b. Galvanized wire mesh (hardware cloth) with a wire diameter of .040 inches (19-gauge) and opening width of 1/2-inch.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and of equal length as the netting.

##### **B.3 Plastic Strip Curtain**

Plastic strip curtains are strips of plastic attached to vertical surfaces in areas suitable for nesting.

Furnish 3-foot wide lengths of 6 mil minimum plastic sheeting with the lower 2 feet cut into vertical strips 2 inches wide.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and staples to attach plastic strips to wood to fabricate the strip curtain.

Furnish concrete screws to attach strip curtain to structure.

##### **B.4 Corner Slope Materials**

Corner slopes are pieces of curved plastic placed in corners suitable for nesting. They are particularly effective in preventing nesting in top corners of box culverts.

Furnish U.V. stabilized pre-fabricated PVC or polycarbonate corner slopes from commercial bird-deterrent manufacturers or an approved equal.

#### **C Construction**

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

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin

Department of Natural Resources transportation liaison, Brad Betthausen at (715) 213-9064, or the department regional environmental coordinator, Sadie Hunter at (715) 836-2823.

Efforts should be made to release trapped birds, unharmed.

## **C.2 Nest Removal**

Remove unoccupied nests prior to the beginning of the nesting season as designated in Prosecution and Progress. Nest removal involves the removal and disposal of unoccupied or partially constructed nests without eggs or nestlings. Removing all evidence of nesting (e.g. cleaning droppings from structures) eliminates a visual cue for a potential breeding location, especially for first-time breeders. Nest removal is not a type of deterrent and does not prevent nest establishment but can delay the process. As such, it should only be used in conjunction with other methods. It cannot be used on its own to ensure compliance. Nest removal is not required if deterrents are installed before the start of the avoidance window unless nests interfere with successful installation of the deterrent.

Remove nests on the structure by scraping or pressure washing prior to established avoidance windows to deter nesting. Remove only unoccupied or partially constructed nests without eggs or nestlings. Remove newly built nests every two days before eggs are laid. Nest removal is intended to be used prior to and in conjunction with other nesting deterrents.

## **C.3 Exclusion Netting**

### **C.3.1 Installation**

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Use the minimum length of lumber and netting necessary to avoid sections of netting that are not flush to the bridge or culvert. Eliminate any loose pockets or wrinkles that could trap and entangle birds or other wildlife. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

For culverts, attach netting at a 45-degree angle at the culvert corner so it extends at least 12" below the corner.

## **C.4 Plastic Curtains**

### **C.4.1 Installation**

Attach plastic curtains along the entire length of vertical surface or corner on which nest building is to be deterred. Affix plastic curtain strips to treated lumber with staples spaced a minimum of 1 foot O.C. Wrap plastic curtains around lumber prior to attaching it to the structure to reduce the likelihood of it tearing out at the staples. Screw lumber into the underside of the bridge deck or top of box culvert with concrete screws placed 24-inches O.C. minimum.

## **C.5 Corner Slopes**

### **C.5.1 Installation**

Attach corner slopes to the structure per the manufacturer's recommendations. Use urethane-based adhesives if manufacturer supplied hardware or adhesives are not available or no recommendations are provided. Install end caps or seal ends of corner slopes to prevent entry of birds or other animals.

## **C.6 Inspection and Maintenance**

Inspect bird deterrent devices every two weeks both during and prior to construction when deterrents have been installed to exclude birds prior to nesting windows, and after large storm events or high winds. Ensure that netting is taut, that no gaps or holes have formed, and that the nets are functioning properly. Ensure that corner slopes are not cracked or otherwise damaged and are functioning properly. Ensure that curtains are undamaged, with no tears, holes, or creases. Repair any damaged or loose deterrent devices. Inspect, maintain, and repair nesting deterrents whether installed by the contractor or others. Repair, replace, supplement deterrents as necessary with materials meeting the requirements of this specification.

Remove any unoccupied or partially constructed nests without eggs or nestlings.

Repair deterrents to prevent birds from attempting to nest again.

Record all inspection, removal, and maintenance activities. Provide inspection, removal and maintenance records to the engineer upon request.

## C.7 Removal and Structure Repair

Maintain the deterrent until the engineer determines that the deterrent is deemed no longer necessary. Upon completion of the project, remove any remaining migratory bird deterrent from the project site. If the existing bridge or culvert is to remain after construction, restore and repair as needed by use of engineer approved fillers, sealers and paint systems.

### D Measurement

The department will measure Installing and Maintaining Bird Deterrent System (Station) as a single unit at each structure, 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
999.2000.S.01	Installing and Maintaining Bird Deterrent System Station 255+71	EACH
999.2000.S.02	Installing and Maintaining Bird Deterrent System Station 351+11	EACH
999.2000.S.03	Installing and Maintaining Bird Deterrent System Station 376+83	EACH
999.2000.S.04	Installing and Maintaining Bird Deterrent System Station 445+78	EACH
999.2000.S.05	Installing and Maintaining Bird Deterrent System Station 243+50	EACH
999.2000.S.06	Installing and Maintaining Bird Deterrent System Station 89+13	EACH

Payment for Installing and Maintaining Bird Deterrent System is full compensation for providing and installing deterrents that prevent migratory bird nesting; removing and disposing of unoccupied or partially constructed nests without eggs or nestlings; maintaining, repairing, replacing, supplementing, existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

stp-999-200 (20240105)

## 25. Widening Repair Excavation, Item SPV.0035.01.

### A Description

This special provision describes removing and disposing of material adjacent to existing concrete pavement as shown on the plans and according to standard spec 204 and 205, and as hereinafter provided.

### B Materials

Anticipated materials to be removed under this item consist of variable depth asphaltic pavement over crushed aggregate base course. Classification of this material can be considered similar to common excavation according to standard spec 204.

### C Construction

Excavate according to the dimensions as shown on the plans, or as the engineer directs. The depth of excavation may be variable. The bottom of trench must be a minimum of 1 inch below the bottom of existing concrete pavement.

Properly dispose of all surplus and unsuitable material according to standard spec 205.3.12.

Provide a trench reasonably true to line and grade as shown on the plans. Compact any loose material left in the bottom of excavation.

Provide the finished subgrade surface according to standard spec 207.3.6.4 (Subgrade Compaction in Cuts). Standard compaction required. The engineer will assess the density of the subgrade surface that is constructed by milling, and may waive standard compaction for a milled subgrade surface if it is found to be acceptable.

Provide drainage, measured and paid for separately, to prevent water accumulation in the trench. Construct these drainouts at locations as shown on the plans, or as the engineer directs, concurrent with the excavation operations.

Backfill the trench according to construction details shown on the plans and according to the pertinent requirements of standard spec 305, 310, and 465, and special provision "Salvaged Asphaltic Pavement

Base". The various backfill materials will be measured and paid for separately. The trench will be completely backfilled, with the asphalt surface and base aggregate shoulder made even with the adjacent milled surface, prior to the end of each working day.

#### **D Measurement**

The department will measure Widening Repair Excavation by the cubic yard, based on the quantity of material removed while leaving an acceptable trench with a smooth, compacted base.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Widening Repair Excavation	CY

Payment is full compensation for removing the material as specified; for hauling and disposing of the material removed; for smoothing and compacting the trench bottom.

### **26. HMA Pavement Percent Within Limits (PWL) QMP, Core Only Project; Incentive Density PWL HMA Pavement, Item SPV.0055.01; Incentive Air Voids HMA Pavement SPV.0055.02.**

#### **A Description**

This special provision describes percent within limits (PWL) pay determination, providing and maintaining a contractor Quality Control (QC) Program, department Quality Verification (QV) Program, required sampling and testing, dispute resolution, corrective action, pavement density, and payment for HMA pavements. Pay is determined by statistical analysis performed on contractor and department test results conducted according to the Quality Management Program (QMP) as specified in standard spec 460, except as modified below.

#### **B Materials**

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics article at no additional cost to the department. The HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density article will not be added to the Core Only Projects. The contractor may correlate gauges by taking up to 10 additional cores (non-production) at any location during the project. The department will not correlate any gauges.

*Replace standard spec 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater with the following:*

#### **460.2.8.2.1.3.1 Contracts under Percent within Limits**

- (1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.
- (2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the subplot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.
- (3) Perform sampling from the truck box according to WTM R97 and four-part splitting of HMA samples according to WTM R47. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per subplot. All QC samples shall provide the following: QC, QV, Retained, and Extra. Take possession of the QC and Extra split samples intended for QC testing. The department will observe the splitting and take possession of the QV and Retained split samples intended for QV testing. Additional sampling details are found in Appendix A. Label samples according to WTM R97.
- (4) Test the QC split sample using the test methods identified below at a frequency greater than or equal to that indicated. The Extra split sample shall be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When

testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QC split sample. The Rule of Retained according to CMM 836.1.2 applies.

- Blended aggregate gradations according to WTM T30.
- Asphalt content (AC) in percent.

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308. If the department is using an ignition oven to determine AC, conform to WTP H-003. If the department is not using an ignition oven to determine AC, IOCFs must still be reverified for any of the reasons listed in WTP H-003 Table 2 and conform to WTP H-003 section 3.
- AC by chemical extraction according to AASHTO T164 Method A or B.
- AC by automated extraction according to WTM D8159.
- Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
- Maximum specific gravity (Gmm) according to WTM T209.
- Air voids (Va) by calculation according to WTM T269.
- Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.

<sup>(5)</sup> Lot size shall consist of 3,750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three subplot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.

<sup>(6)</sup> Conduct field tensile strength ratio tests according to WTM T283 on each qualifying mixture according to CMM 836.6.14. Test each full 50,000-ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

*Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.*

*Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:*

**460.2.8.2.1.7 Corrective Action**

<sup>(1)</sup> Material must conform to the following action and acceptance limits based on individual QC and QV test results (tolerances relative to the JMF used on the PWL Test Strip):

ITEM	ACTION LIMITS	ACCEPTANCE LIMITS
Percent passing given sieve:		
37.5-mm	+/- 8.0	
25.0-mm	+/- 8.0	
19.0-mm	+/- 7.5	
12.5-mm	+/- 7.5	
9.5-mm	+/- 7.5	
2.36-mm	+/- 7.0	
75-µm	+/- 3.0	
AC in percent	-0.3	-0.5
Va		- 1.5 & +2.0
VMA in percent <sup>(1)</sup>	- 0.5	-1.0

[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

(2) QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

(3) Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer.

(4) For any additional non-random tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop. If the department's non-random test does not conform to the acceptance limits, the retained sample will be tested by the BTS lab. If the BTS results also do not meet the acceptance limits, the material will be considered unacceptable as described in (5) below.

(5) Remove and replace unacceptable material at no additional expense to the department. Unacceptable material is defined as any individual QC or QV tests results outside the acceptance limits or a PWL value < 50. For AC in percent, unacceptable material is defined as any individual QV test result outside of the acceptance limit. The engineer may allow such material to remain in place with a price reduction. The department will pay for such HMA Pavement allowed to remain in place at 50 percent of the contract unit price.

*Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:*

#### **460.2.8.3.1.2 Personnel Requirements**

(1) The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.

(2) Under departmental observation, a contractor TMS technician shall collect and split samples.

(3) A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.

(4) The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

*Replace standard spec 460.2.8.3.1.4 Department Verification Testing Requirements with the following:*

#### **460.2.8.3.1.4 Department Verification Testing Requirements**

(1) HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per subplot. All QV samples shall furnish the following: QC, QV, Retained, and Extra. The department will observe the splitting and take possession of the QV, Retained, and Extra split samples intended for QV testing. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.

(2) The department will verify product quality using the test methods specified here in 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.

(3) The department will test the QV split sample using the test methods identified below at the frequency indicated. The Extra split sample will be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QV split sample. The Rule of Retained according to CMM 836.1.2 applies. In the event that both the department and contractor's replicate tolerances are exceeded, perform dispute resolution according to 460.2.8.3.1.7(2).

- Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
- Maximum specific gravity (Gmm) according to WTM T209.
- Air voids (Va) by calculation according to WTM T269.
- Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.
- Asphalt Content (AC) in percent determined by ignition oven method according to WTM T308 and conforming to WTP H-003, chemical extraction according to AASHTO T164 Method A or B, or automated extraction according to WTM D8159.

(4) The department will randomly test each design mixture at the minimum frequency of one test for each lot.

*Delete standard spec 460.2.8.3.1.6.*

*Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:*

#### **460.2.8.3.1.7 Data Analysis for Volumetrics**

(1) Analysis of test data for pay determination will be contingent upon QC and QV test results. Statistical analysis will be conducted on Gmm and Gmb test results for calculation of Va. If either Gmm or Gmb analysis results in non-comparable data as described in 460.2.8.3.1.7(2), subsequent testing will be performed for both parameters as detailed in the following paragraph.

(2) The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4<sup>th</sup> and 5<sup>th</sup> lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Note: if both QC and QV Va PWL result in a pay adjustment of 102% or greater, dispute resolution testing will not be conducted. Dispute resolution via further investigation is as follows:

<sup>[1]</sup> The Retained portion of the split from the lot in the analysis window with a QV test result furthest from the QV mean (not necessarily the subplot identifying that variances or means do not compare) will be referee tested for Gmm, Gmb, and Asphalt Content by the bureau's AASHTO accredited laboratory and certified personnel. All previous lots within the analysis window are subject to referee testing and regional lab testing as deemed necessary. Referee test results will replace the QV data of the subplot(s).

<sup>[2]</sup> Statistical analysis will be conducted with referee test results replacing QV results.

- i. If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
- ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested for Gmm, Gmb, and Asphalt Content by the department's regional lab for the remaining 4 sublots of the lot which the F- and t- tests indicate non-comparable datasets. The department's regional lab and the referee test results will be used for PWL and pay factor/adjustment calculations. Upon the second instance of non-comparable variance or means and for every instance thereafter, the department will assess a pay reduction for the additional testing of the remaining 4 sublots at \$2,000/lot under the HMA Regional Lab Testing administrative item.

<sup>[3]</sup> The contractor may choose to dispute the regional test results on a lot basis within 7 days after receiving results from the region. In this event, the retained portion of each subplot will be referee tested by the department's AASHTO accredited laboratory and certified personnel. The referee Gmm and Gmb test results will supersede the regional lab results for the disputed lot.

- i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.
- ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at \$2,000/lot under the Referee Testing administrative item.

(3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.

(4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture data, and inspecting the completed pavement, this special provision, and accompanying Appendix A.

(5) Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel and those test results used for analysis. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material will replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the [HMA PWL Production spreadsheet](#) for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

*Delete standard spec 460.2.8.3.1.8 Corrective Action.*

## **C Construction**

*Replace standard spec 460.3.3.2 Pavement Density Determination with the following:*

### **460.3.3.2 Pavement Density Determination by Cores**

(1) For mainline pavement, determine density with cores. Full width passing lanes, turn lanes, or auxiliary lanes must be 1,500 lane feet or greater to be eligible for PWL density. Shoulder and appurtenance density will accepted by cores and shall have average lot (daily) densities conforming to standard spec Table 460-3 or else be subject to disincentives according to 460.5.2.2(5) herein. No density incentive will be applied to shoulders or appurtenances.

(2) The engineer will determine the target maximum density using department procedures described in WTM T355 and CMM 815. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.

(3) A lot is defined as 7,500 lane feet with sublots of 1,500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. A partial quantity less than 750 lane feet will be included with the previous subplot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer.

(4) Under the direct observation of the engineer, cut 100 or 150 mm (4 or 6 inch) diameter cores from the pavement according to WTM R67 and Table 1 at one random location, determined by the engineer, per subplot. Each core will represent the entire length and width of the subplot. Cores will be cut by the next day, except if the next day is not a working day, then they shall be cut within 48 hours after placement. Fill core holes according to WTM R67 section 5.8 and obtain engineer approval before opening to traffic. Prepare cores and determine density according to WTM T166. Dry cores after testing according WTM R79. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.

**Table 1: Core Density Testing<sup>[1]</sup>**

Application	Test Method	Test Locations	Frequency		
Mainline			1 / 1,500 LF		
Shoulders & Appurtenances	<u>WTM R67</u>	<u>WTP H-002</u>	<b>Width ≤ 5 ft.</b>	<b>5 ft. &lt; Width ≤ 9 ft.</b>	<b>Width &gt; 9 ft.</b>
			1 / 4,500 LF	1 / 3,000 LF	1 / 1,500 LF

[1] Replaces Table 1 in WTP H-002 for shoulder and appurtenant testing.

(5) If a core is damaged at the time of coring, immediately take a replacement core 1 foot ahead of the existing testing location in the direction of traffic at the same offset as the damaged core. If a core is damaged during transport, record it as damaged and notify the engineer immediately.

(6) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.

*Replace standard spec 460.3.3.3 Waiving Density Testing with Acceptance of Density Data with the following:*

**460.3.3.3 Analysis of Density Data**

(1) As random density locations are paved, the core data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. Each lot will contain core density data from a single HMA mixture type placed over a specific underlying material.

(2) The department reserves the right to verify the density of any core and the department's result may be used for PWL and pay adjustment calculations, at the discretion of the engineer.

(3) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.

(4) Upon the completion of each lot, core data will be used by the department for PWL and pay adjustment calculation.

(5) Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.

- i. Replacement is conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material will replace the original data for the subplot.
- ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]
- iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 815.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

**D Measurement**

The department will measure the HMA Pavement bid items acceptably completed by the ton as specified in standard spec 450.4 and as follows in standard spec 460.5 as modified in this special provision.

## E Payment

Replace standard spec 460.5.2 HMA Pavement with the following:

### 460.5.2 HMA Pavement

#### 460.5.2.1 General

(1) Payment for HMA Pavement Type LT, MT, and HT mixes is full compensation for providing HMA mixture designs; for preparing foundation; for furnishing, preparing, hauling, mixing, placing, and compacting mixture; for HMA PWL QMP testing and aggregate source testing; for warm mix asphalt additives or processes; for stabilizer, hydrated lime and liquid antistripping agent, if required; and for all materials including asphaltic materials.

(2) If provided for in the plan quantities, the department will pay for a leveling layer, placed to correct irregularities in an existing paved surface before overlaying, under the pertinent paving bid item. Absent a plan quantity, the department will pay for a leveling layer as extra work.

#### 460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

(1) Pay adjustments will be calculated using 65 dollars per ton of HMA pavement. The [HMA PWL Production Spreadsheet](#), including data, will be made available to the contractor by the department as soon as practicable upon completion of each lot. The department will pay for measured quantities of mix based on this price multiplied by the following pay adjustment calculated according to the [HMA PWL Production Spreadsheet](#):

<b>PAY FACTOR FOR HMA PAVEMENT AIR VOIDS &amp; DENSITY</b>	
<i>PERCENT WITHIN LIMITS</i>	<i>PAYMENT FACTOR, PF</i>
<i>(PWL)</i>	<i>(percent of \$65/ton)</i>
$\geq 90$ to 100	$PF = ((PWL - 90) * 0.4) + 100$
$\geq 50$ to < 90	$(PWL * 0.5) + 55$
<50	50% <sup>[1]</sup>

where PF is calculated per air voids and density, denoted  $PF_{\text{air voids}}$  &  $PF_{\text{density}}$ .

<sup>[1]</sup> Any material resulting in PWL value less than 50 shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

(2) For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density shall be according to standard spec Table 460-3.

(3) Pay adjustment will be determined on a lot basis and will be computed as shown in the following equation.

$$\text{Pay Adjustment} = (PF - 100) / 100 \times (WP) \times (\text{tonnage}) \times (\$65/\text{ton})^*$$

\*Note: If the Pay Factor = 50%, the contract unit price will be used in lieu of \$65/ton and the weighted percentage (WP) will equal 1.0. The following weighted percentage (WP) values will be used for the corresponding parameter:

<u>Parameter</u>	<u>WP</u>
Air Voids	0.5
Density	0.5

(4) Individual Pay Factors for each air voids ( $PF_{\text{air voids}}$ ) and density ( $PF_{\text{density}}$ ) will be determined.  $PF_{\text{air voids}}$  will be multiplied by the total tonnage placed (i.e., from truck tickets), and  $PF_{\text{density}}$  will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lanes excluding shoulder) as determined according to Appendix A.

(5) Pay adjustment for shoulders and appurtenances accepted by department testing will be determined on a lot basis. If the lot density is less than the specified minimum in table 460-3, the department will reduce pay based on the contract unit price for the HMA pavement bid item for that lot as follows:

<b>DISINCENTIVE PAY REDUCTION FOR HMA PAVEMENT DENSITY</b>	
PERCENT LOT DENSITY	PAYMENT FACTOR
BELOW SPECIFIED MINIMUM	(percent of contract price)
From 0.5 to 1.0 inclusive	98
From 1.1 to 1.5 inclusive	95
From 1.6 to 2.0 inclusive	91
From 2.1 to 2.5 inclusive	85
From 2.6 to 3.0 inclusive	70
More than 3.0 <sup>[1]</sup>	—

<sup>[1]</sup> Remove and replace the lot with a mixture at the specified density. When acceptably replaced, the department will pay for the replaced work at the contract unit price. Alternatively, the engineer may allow the nonconforming material to remain in place with a 50 percent payment factor.

(6) The department will pay incentive for air voids and density under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0055.01	Incentive Density PWL HMA Pavement	DOL
SPV.0055.02	Incentive Air Voids HMA Pavement	DOL

(7) The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

(8) The department will administer a disincentive under the Disincentive HMA Binder Content administrative item for each individual QV test result indicating asphalt binder content below the Action Limit in 460.2.8.2.1.7 presented herein. The department will adjust pay per subplot of mix at 65 dollars per ton of HMA pavement multiplied by the following pay adjustment calculated according to the [HMA PWL Production Spreadsheet](#):

<u>AC Binder Relative to JMF</u>	<u>Pay Adjustment / Subplot</u>
-0.4% to -0.5%	75% <sup>[1]</sup>
More than -0.5%	50% <sup>[1][2]</sup>

<sup>[1]</sup> Any material resulting in an asphalt binder content more than 0.3% below the JMF AC content will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to WTM D8159.

<sup>[2]</sup> Any material resulting in an asphalt binder content more than 0.5% below the JMF AC content shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

Note: PWL value determination is further detailed in the *PWL Production Spreadsheet Instructions* located in the *Project Info and Instructions* tab of the [HMA PWL Production spreadsheet](#).

Revised: 04/12/2024

## 27. Appendix A, Core Only Project.

### Test Methods & Sampling for HMA PWL QMP Projects.

The following procedures are included with the HMA Pavement Percent Within Limits (PWL) Quality Management Program (QMP) special provision:

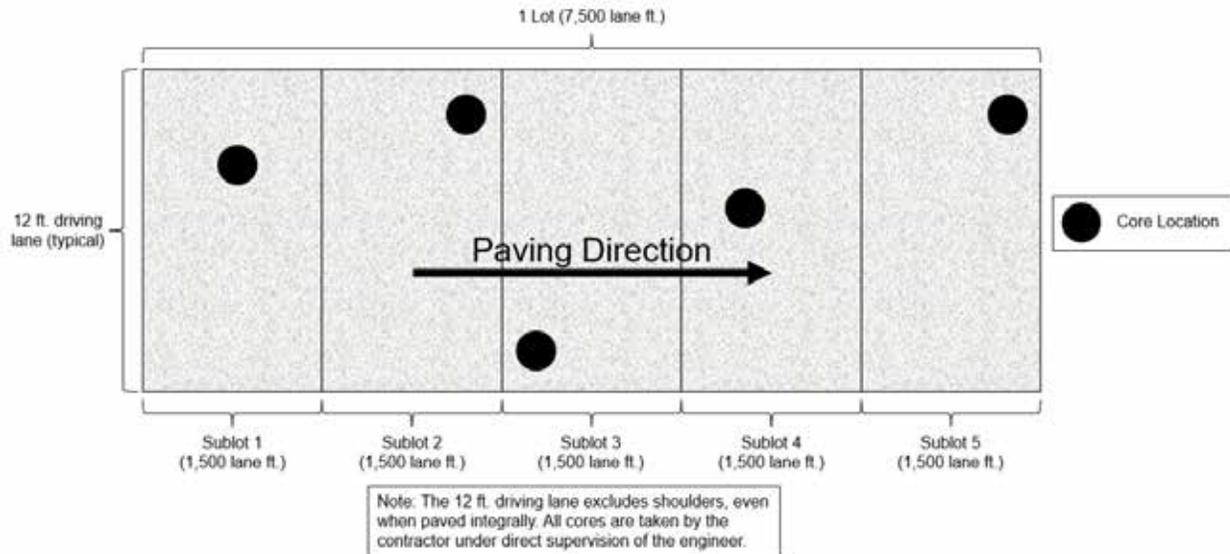
- WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production
- Sampling for WisDOT HMA PWL QMP
- Calculation of PWL Mainline Tonnage Example

## WisDOT Test Method for HMA PWL QMP Density Determination for Main Production

For mainline density determination, typical subplot lengths are 1,500 lane feet and lots typically consist of 5 sublots. Partial lots with less than three sublots remaining at the end of the project will be included in the previous lot, by the engineer. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive but are subject to disincentive according to 460.5.2.2(5) of the HMA PWL QMP STSP.

### **Determination by Cores**

For mainline density determination by cores, collect one core per subplot. Each core location is determined by the engineer using random numbers and represents the entire length and width of the subplot. The contractor is responsible for all work related to coring and filling of the core holes according to WTM R67. Each core is tested for density according to WTM T166 by the contractor and witnessed by a department representative. The department must always maintain custody of the cores during collection, transportation, and testing. Figure 5 shows an example coring layout for a 12-foot-wide lane.



**Figure 5: Example core density locations for traffic lanes**

### Sampling for WisDOT HMA PWL QMP Production

Sampling of HMA mix for QC, QV, Retained, and Extra split samples shall conform to WTM R97 and WTM R47.

### **Sampling Hot Mix Asphalt**

At the beginning of the contract, the contractor determines the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (subplot) for QC and Retained Samples and 1 per 3,750 tons (lot or 5 sublots) for QV as defined by the HMA PWL QMP STSP. A test sample is obtained randomly from each subplot. Each random sample shall be collected at the plant according to WTM R97. The contractor must submit the random numbers for all mix sampling to the department before production begins.

Example 1

Expected production for a contract is 12,400 tons. The number of required samples is determined based on this expected production (per HMA PWL QMP SPV) and is determined by the random sample calculation.

- Sample 1 – from 50 to 750 tons
- Sample 2 – from 751 to 1500 tons
- Sample 3 – from 1501 to 2250 tons
- Sample 4 – from 2251 to 3000 tons
- Sample X – .....
- Sample 16 – from 11,251 to 12,000 tons
- Sample 17 – from 12,001 to 12,400 tons

The approximate location of each sample within the prescribed sublots is determined by selecting random numbers using WTM D3665. The random numbers selected are used in determining when a sample is to be taken and will be multiplied by the subplot tonnage. This number will then be added to the final tonnage of the previous subplot to yield the approximate cumulative tonnage of when each sample is to be taken.

To allow for plant start-up variability, the procedure calls for the first random sample to be taken at 50 tons or greater per production day (not intended to be taken in the first two truckloads). Random samples calculated for 0-50 ton should be taken in the next truck (51-75 ton).

This procedure is to be used for any number of samples per contract.

If the production is less than the final randomly generated sample tonnage, then the random sample is to be collected from the remaining portion of that subplot of production. If the randomly generated sample is calculated to be within the first 0-50 tons of the subsequent day of production, it should be taken in the next truck. Add a random sample for any fraction of 750 tons at the end of the contract. Lot size will consist of 3,750 tons with sublots of 750 tons. Partial lots with less than three subplot tests will be included into the previous lot, by the engineer.

It's intended that the plant operator is not advised ahead of time when samples are to be taken.

If belt samples are used during troubleshooting, the blended aggregate will be obtained when the mixture production tonnage reaches approximately the sample tonnage. For plants with storage silos, this could be up to 60 minutes in advance of the mixture sample that's taken when the required tonnage is shipped from the plant.

QC, QV, Retained, and Extra split samples shall be collected for all test strip and production mixture testing using a four-part splitting procedure according to WTM R47.

**Calculation of PWL Mainline Tonnage Example**

A mill and overlay project in being constructed with a 12-foot traffic lane and an integrally paved 3-foot shoulder. The layer thickness is 2 inches for the full width of paving. Calculate the tonnage in each subplot eligible for density incentive or disincentive.

**Solution:**

$$\frac{1500 \text{ ft} \times 12 \text{ ft}}{9 \text{ sf/sy}} \times \frac{2 \text{ in} \times 112 \text{ lb/sy/in}}{2000 \text{ lb/ton}} = 224 \text{ tons}$$

**28. HMA Pavement Longitudinal Joint Density, Core Only Project;  
Incentive Density HMA Pavement Longitudinal Joints, Item SPV.0055.03.**

**A Description**

This special provision incorporates longitudinal joint density requirements into the contract and describes the data collection, acceptance, and procedure used for determination of pay adjustments for HMA pavement longitudinal joint density. Pay adjustments will be made on a linear foot basis, as applicable per pavement layer and paving lane. Applicable longitudinal joints are defined as those between any two or more traffic lanes including full-width passing lanes, turn lanes, or auxiliary lanes more than 1500 lane feet, and those lanes must also include the 460.2005 Incentive Density PWL HMA Pavement bid item. This excludes any joint with one side defined as a shoulder and ramp lanes of any length. If echelon paving is required in the contract, the longitudinal joint density specification shall not apply for those joints. Longitudinal joints placed during a test strip will be tested for information only to help ensure the roller pattern will provide adequate longitudinal joint density during production. Longitudinal joint density test results collected during a test strip are not eligible for pay adjustment.

Pay is determined according to standard spec 460, HMA Pavement Percent Within Limits QMP special provisions, and as modified within.

**B Materials**

Compact all applicable HMA longitudinal joints to the appropriate density based on the layer, confinement, and mixture type shown in Table B-1.

**TABLE B-1 MINIMUM REQUIRED LONGITUDINAL JOINT DENSITY**

Layer	Percent of Target Maximum Density			
	Unconfined		Confined	
	LT and MT	HT	LT and MT	HT
Lower (on crushed/recycled base)	88	89	89.5	90.5
Lower (on Concrete/HMA)	90 <sup>[1]</sup>	90 <sup>[1]</sup>	91.5 <sup>[1]</sup>	91.5 <sup>[1]</sup>
Upper	90	90	91.5	91.5

<sup>[1]</sup> Minimum reduced by 1.0 percent for a 1.25-inch-thick No. 5 mix lower layer constructed on a paved or milled surface.

**C Construction**

Add the following to standard spec 460.3.3.2:

- (5) Establish companion density locations for each applicable joint. Each companion location shares longitudinal stationing with the QV mainline density location within each subplot and is located transversely with the center of the core 6-inches from the final joint edge of the paving area. Sublot and lot numbering remains the same as mainline densities, however, in addition to conventional naming, joint identification must clearly indicate “M” for inside/median side of lane or “O” for outside shoulder side of lane, as well as “U” for an unconfined joint or “C” for a confined joint (e.g., XXXXX-MC or XXXXX-OU).
- (6) Each joint will be measured, reported, and accepted under methods, testing times, and procedures consistent with the program employed for mainline density, i.e., PWL.
- (7) For single density test results greater than 3.0% below specified minimums per Table B-1 herein, perform the following:
  - a) Testing at 50-foot increments both ahead and behind the unacceptable site
  - b) Continued 50-foot incremental testing until test values indicate higher than or equal to -3.0 percent from target joint density.
  - c) Materials within the incremental testing indicating lower than -3.0 percent from target joint density are defined as unacceptable and will be handled with remedial action as defined in the payment section of this document.

- d) The remaining subplot average (exclusive of unacceptable material) will be determined by the first forward and backward 50-foot incremental tests that reach the criteria of higher than or equal to -3.0 percent from target joint density.

Note: If the 50-foot testing extends into a previously accepted subplot, remedial action is required up to and inclusive of such material; however, the results of remedial action must not be used to recalculate the previously accepted subplot density. When this occurs, the lane feet of any unacceptable material will be deducted from the subplot in which it is located, and the previously accepted subplot density will be used to calculate pay for the remainder of the subplot.

- (8) Joint density measurements will be recorded in the HMA PWL Production Spreadsheet.
- (9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint testing location, will be done at the contractor's discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints.
- (10) When not required by the contract, echelon paving may be performed at the contractor's discretion to increase longitudinal joint density and still remain eligible to earn incentive. The additional costs incurred related to echelon paving will not be paid for by the department. If lanes are paved in echelon, the contractor may choose to use a longitudinal vertical joint or notched wedge longitudinal joint as described in SDD 13c19 HMA Longitudinal Joints. Lanes paved in echelon shall be considered confined on both sides of the joint regardless of the selected joint design. The joint between echelon paved lanes shall be placed at the centerline or along lane lines.
- (11) When performing inlay paving below the elevation of the adjacent lane, the longitudinal joint along the adjacent lane to be paved shall be considered unconfined.

**D Measurement**

- (1) The department will measure each side of applicable longitudinal joints, as defined in Section A of this special provision, by the linear foot of pavement acceptably placed. Measurement will be conducted independently for the inside or median side and for the outside or shoulder side of paving lanes with two applicable longitudinal joints. Each paving layer will be measured independently at the time the mat is placed.

**E Payment**

Add the following as 460.5.2.4 Pay Adjustment for HMA Pavement Longitudinal Joint Density:

- (1) The department will administer longitudinal joint density adjustments under the Incentive Density HMA Pavement Longitudinal Joints and Disincentive Density HMA Pavement Longitudinal Joints items. The department will adjust pay based on density relative to the specified targets in Section B of this special provision, and linear foot of the HMA Pavement bid item for that subplot as follows:

**PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY**

PERCENT SUBLOT DENSITY ABOVE/BELOW SPECIFIED MINIMUM	PAY ADJUSTMENT PER LINEAR FOOT
Equal to or greater than +1.0 confined, +2.0 unconfined	\$0.20
From 0.0 to +0.9 confined, 0.0 to +1.9 unconfined	\$0
From -0.1 to -1.0	\$(0.20)
From -1.1 to -2.0	\$(0.40)
From -2.1 to -3.0	\$(0.80)
More than -3.0	<i>REMEDIAL ACTION<sup>[1]</sup></i>

<sup>[1]</sup> Remedial action must be approved by the engineer and agreed upon at the time of the pre-pave meeting and may include partial sublots as determined and defined in 460.3.3.2(7) of this document. If unacceptable material is removed and replaced per guidance by the engineer, the removal and replacement will be for the full lane width of the side of which the joint was constructed with unacceptable material.

- (2) The department will not assess joint density disincentives for pavement placed in cold weather because of a department-caused delay as specified in [standard spec 450.5.2\(3\)](#).

- (3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive. A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.
- (4) Inlay paving operations will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline.

The department will pay incentive for longitudinal joint density under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0055.03	Incentive Density HMA Pavement Longitudinal Joints	DOL

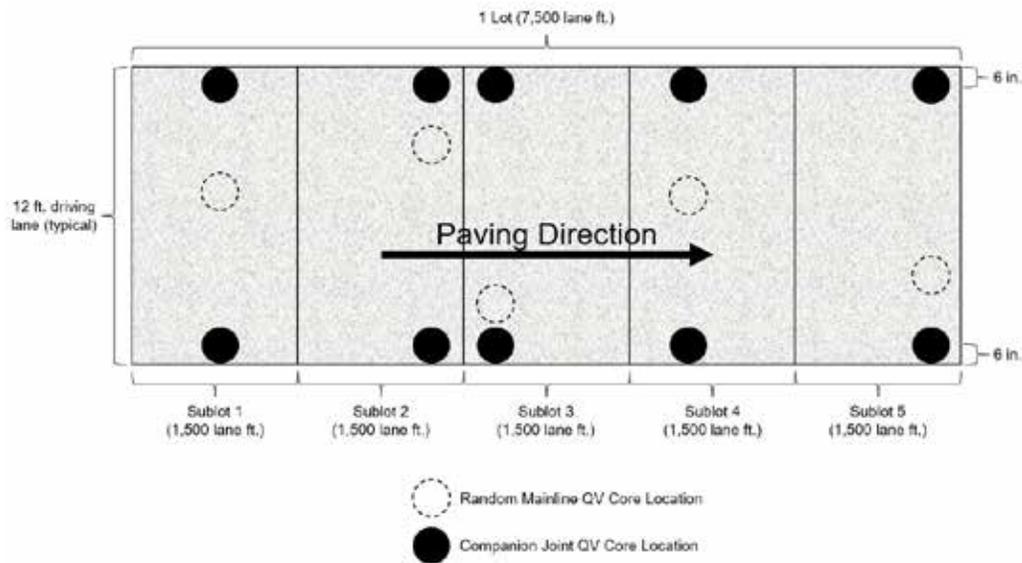
The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

### Appendix

#### WisDOT Longitudinal Joint – Core Density Layout

Each mainline QV density location must have a companion longitudinal joint density location for applicable joints. This companion location shares the longitudinal stationing for each QV mainline density location and is located transversely with the center of the core 6-inches from the final joint edge of the paving area.

For HMA Pavement Percent Within Limits QMP projects, this appears as follows:



#### Further Explanation of PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY Table

	Confined				Pay Adjust
	Lower Layer (On Base)		Upper Layer		
	LT/MT	HT	LT/MT	HT	
Mainline Target (SS 460-3)	91.0	92.0	93.0	93.0	-
Confined Target (mainline - 1.5)	89.5	90.5	91.5	91.5	-
Equal to or greater than +1.0	> 90.5	> 91.5	> 92.5	> 92.5	\$0.20
From 0.0 to +0.9	90.4 - 89.5	91.4 - 90.5	92.4 - 91.5	92.4 - 91.5	\$0
From -0.1 to -1.0	89.4 - 88.5	90.4 - 89.5	91.4 - 90.5	91.4 - 90.5	(\$0.20)
From -1.1 to -2.0	88.4 - 87.5	89.4 - 88.5	90.4 - 89.5	90.4 - 89.5	(\$0.40)
From -2.1 to -3.0	87.4 - 86.5	88.4 - 87.5	89.4 - 88.5	89.4 - 88.5	(\$0.80)
More than -3.0	< 86.5	< 87.5	< 88.5	< 88.5	REMEDIAL ACTION

	Unconfined				Pay Adjust
	Lower Layer (On Base)		Upper Layer		
	LT/MT	HT	LT/MT	HT	
Mainline Target (SS 460-3)	91.0	92.0	93.0	93.0	-
Unconfined Target (Mainline -3.0)	88.0	89.0	90.0	90.0	-
Equal to or greater than +2.0	> 90.0	> 91.0	> 92.0	> 92.0	\$0.20
From 0.0 to +1.9	89.9 - 88.0	90.9 - 89.0	91.9 - 90.0	91.9 - 90.0	\$0
From -0.1 to -1.0	87.9 - 87.0	88.9 - 88.0	89.9 - 89.0	89.9 - 89.0	(\$0.20)
From -1.1 to -2.0	86.9 - 86.0	87.9 - 87.0	88.9 - 88.0	88.9 - 88.0	(\$0.40)
From -2.1 to -3.0	85.9 - 85.0	86.9 - 86.0	87.9 - 87.0	87.9 - 87.0	(\$0.80)
More than -3.0	< 85.0	< 86.0	< 87.0	< 87.0	REMEDIAL ACTION

## 29. Widening Repair Drainout, Item SPV.0060.01.

### A Description

This special provision describes work to construct Widening Repair Drainout as shown on the plans and according to standard spec 205 and, and as hereinafter provided.

### B Materials

Furnish Select Crush Material that is according to the pertinent requirements of standard spec 312.

### C Construction

Verify the locations of the Widening Repair Drainout with the engineer before construction.

Properly dispose of all surplus and unsuitable material according to standard spec 205.3.12.

Provide a drainout trench reasonably true to line and grade as shown on the plans. Compact any loose material left in the bottom of excavation.

Provide the finished subgrade surface according to standard spec 207.3.6.4 (Subgrade Compaction in Cuts). Standard compaction required.

### D Measurement

The department will measure Widening Repair Drainout as each individual unit, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Widening Repair Drainout	EACH

Payment is full compensation for furnishing all materials; excavating and placing all materials; for smoothing and compacting the drainout trench bottom; salvaging and reusing the existing shoulder base course; disposing of excess material; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

The department will pay separately for the following work associated with this item under the following pertinent contract items:

- Select Crushed Material

### **30. Foam Void Filling B-10-72, Item SPV.0060.02.**

#### **A Description**

This special provision describes furnishing materials and filling voids at abutments of bridges as detailed in the plans and as hereinafter provided.

#### **B Materials**

The polyurethane foam shall be a two-component solvent free 100% reactive MDI and Hydrolytic stable polyether polyol resins capable of cure strength to accept traffic within 30 minutes of injection between 40 degrees F and 100 degrees F. The foam manufacturer shall supply certifications with each container of polyurethane foam stating that it meets this specification.

The material used shall be a closed cell, hydroinsensitive, high-density polyurethane.

The material shall have a minimum free rise density of 3.0 lbs./cubic feet and a minimum compressive strength of 38.0 psi.

The material shall have a maximum free rise density of 5.0 lbs./cubic foot.

The material used shall be a high-density polyurethane material as approved by the engineer. The material shall be a polyurethane-forming mixture that reacts in both dry and wet environments without dilution.

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

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

Remove deleterious materials and debris from open voids, including drift and muddy, loose, or organic soils. Provide and install temporary forms as needed to contain foam within open voids to the shape and configuration shown on the plans. Place polyurethane-based foam sealant into voids under and along the back face of abutments using methods appropriate from the front face of the abutment, as approved by the engineer.

Install and if feasible remove injection pipes as necessary.

Inject polyurethane material at the required depths and volume under the supervision of the engineer, or his representative.

Monitor for movement of the structure during the inject process.

Clean-up site during and after injection.

##### **C.2 Equipment Requirements**

A mobile pumping unit capable of injecting the high-density polyurethane material into the soils adjacent to the structure to the depths required shall be used. The pumping unit shall be capable of controlling the rate of flow of material as required to place the polyurethane, and fill voids in a controlled manner. The unit shall be equipped with a manufacturer's certified flow meter to measure the amount of high-density polyurethane injected at each location. The certified flow meter shall have a digital output in both pounds and gallons.

Provide temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials shall be used.

Where drilling through existing concrete is necessary for proper foam placement, utilize pneumatic or electric drills capable of efficiently drilling 5/8" to 3/4" diameter injection holes through the concrete without damaging the structural integrity of the existing concrete element(s) and capable of installing 1/2" injection probes to the required depths without damage. At the completion of work, patch the drilled holes with an engineer-approved product to restore the surface flush with the surrounding concrete.

##### **C.3 Injection Point Installation/Extraction**

Contractor shall install injection points through a series of 5/8" to 3/4" holes (as required for tube placement) drilled at approximately 4-6 foot spaced intervals through or adjacent to the concrete or temporary forms where indicated by the engineer based on soil conditions. Position the holes to facilitate complete densification of the soils surrounding the void. Contractor shall lay out the injection point locations for review by the engineer, or his site representative, prior to drilling the holes.

Tubing shall be used for injection of the polyurethane material into the soil. The tubing should be pressed into place or installed with a pneumatic hammer to ensure immediate contact with the surrounding soils to minimize material travelling along the annulus.

**C.4 Polyurethane Injection**

Void Filling – as necessary, polyurethane material shall first be injected through a series of 5/8” to 3/4” drilled holes until all known or encountered voids adjacent to the structural element are filled. The rate of material injection shall be determined by the contractor and the engineer based on site conditions.

**D Measurement**

The department will measure Foam Void Filling B-10-72, as a single complete unit of work per Bridge, complete in place and accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Foam Void Filling B-10-72	EACH

Payment is full compensation for removing and disposing any debris; for any additional costs resulting from working at the front face of the abutment; for providing, installing, and removing temporary forms; for providing all materials to install the polyurethane-based foam, and for any clean-up or miscellaneous work associated to foam injection.

**31. Inlet Covers Type H-D, Item SPV.0060.03.**

**A Description**

This special provision describes furnishing and installing Inlet Covers Type H-D according to standard spec 611, as the plans show, and as herein provided

**B Materials**

Furnish inlet covers that are according to standard spec 611.2 and as the plans show.

**C Construction**

Install inlet covers according to standard spec 611.3.

**D Measurement**

The department will measure Inlet Covers Type H-D as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Inlet Covers Type H-D	EACH

Payment is full compensation for removing and salvaging the existing covers; and for providing new covers, including frames grates or lids, and other required materials and for installing and adjusting each cover. Coordinate with Eddie Herrick, City of Greenwood Director of Public Works at (715) 937-6081 and arrange for pickup of the old inlet covers.

**32. Grading Shaping and Finishing Pedestrian Route, Item SPV.0060.04.**

**A Description**

This special provision describes the excavating, filling, grading, shaping, compacting, ditching to provide drainage, placing topsoil and finishing of all disturbed areas necessary to construct the temporary pedestrian surface matting route as shown in the plans and to restore the site after removal.

**B Materials**

Furnish materials conforming to the following:

Common excavation and material disposal.....	205.2
Borrow .....	208.2
Topsoil .....	625.2
Mulch .....	627.2

Erosion mat.....	628.2
Fertilizer.....	629.2
Seeding and seed watering.....	630.2

**C Construction**

Grade, shape and finish all disturbed areas for the temporary pedestrian routes at the locations the plans show. Construct as plans show and engineer directs conforming to the following:

Common excavation and material disposal.....	205.3
Borrow.....	208.3
Topsoil.....	625.3
Mulch.....	627.3
Erosion mat.....	628.3
Fertilizer.....	629.3
Seeding and seed watering.....	630.3
Staking.....	650.3

Dispose of all unsuitable material in accordance with standard spec 205.3.12.

**D Measurement**

The department will measure Grading Shaping and Finishing Pedestrian Route as a unit of work at each Pedestrian Route 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
SPV.0060.04	Grading Shaping and Finishing Pedestrian Route	EACH

Payment is full compensation for all required construction staking, excavation, borrow, grading, shaping, and compacting; any ditching necessary to provide drainage; furnishing and placing fill, topsoil or salvaged topsoil, seed, seed watering, fertilizer, erosion mat, and mulch for the temporary condition and restoring the site after removal of the temporary pedestrian route.

**33. Concrete Curb & Gutter Cure and Seal Treatment, Item SPV.0090.01.**

**A Description**

This work includes treating all newly constructed concrete curb and gutter with a surface cure and seal treatment as shown on plans, and as hereinafter provided.

**B Materials**

Materials shall conform to a clear treating material listed on the current approved WISDOT product list for "Cure and Seal Compounds for Non-Trafficked Surfaces on Structural Masonry".

**C Construction**

Application rates for the treating material shall be according to the manufacturer's specifications.

**D Measurement**

The department will measure the Concrete Curb and Gutter Cure and Seal Treatment by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Concrete Curb and Gutter Cure and Seal Treatment LF	EACH

Payment is full compensation for providing Concrete Curb and Gutter Cure and Seal Treatment.

**34. Concrete Sidewalk Cure and Seal Treatment, Item SPV.0165.01.**

**A Description**

This work includes treating all newly constructed concrete sidewalk and median noses with a surface cure and seal treatment as shown on plans, and as hereinafter provided.

**B Materials**

Furnish materials that conform to a clear treating material listed on the current approved WISDOT product list for "Cure and Seal Compounds for Non-Trafficked Surfaces on Structural Masonry".

**C Construction**

Apply the treating material at the rate as specified in the manufacturer's specifications.

**D Measurement**

The department will measure the Concrete Sidewalk Cure and Seal Treatment 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 Cure and Seal Treatment	SF

Payment is full compensation for providing Concrete Sidewalk Cure and Seal Treatment.

**35. Salvage and Replace Brick Pavers, Item SPV.0165.02.**

**A Description**

This special provision describes removing, salvaging, stockpiling, and reinstalling existing paver bricks at the locations shown on the plans and as hereinafter provided.

**B Materials**

Reuse the existing brick pavers salvaged from the project due to placing forms to complete gaps adjacent sidewalk. Furnish sand bedding for re-setting the brick pavers as approved by the engineer.

**C Construction**

Remove, salvage, stockpile, and reinstall existing brick pavers in a manner that prevents damaging the brick pavers.

If the contractor damages existing brick pavers through its own operations, replace them with new brick pavers of similar dimension, color and appearance at no expense to the department.

Prior to relaying the brick pavers, compact and level a bed of sand to a minimum depth of 6-inches. Relay the brick pavers in a pattern to match the pattern of the existing brick pavers. Do not exceed brick jointing of 1/8-inch.

Cut the brick pavers as needed to place adjacent to the sidewalk.

Vibrate the relayed bricks to the final level with a vibrating plate compactor. Brush sand over the surface and vibrate into the joints with additional passes of the plate vibrator so as to completely fill the joints.

**D Measurement**

The department will measure Salvage and Replace Brick Pavers 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	Salvage and Replace Brick Pavers	SF

Payment is full compensation for removing, stockpiling, and relaying the brick pavers; for providing leveling and jointing sand; for preparing of the foundation and laying sand bed; and for cutting brick pavers, if necessary.

**36. Salvage and Replace Landscaping Mulch, Item SPV.0180.01.**

**A Description**

This special provision describes salvaging and replacing landscaping mulch at the locations shown on the plans and as hereinafter provided.

**B (Vacant)**

**C Construction**

Remove, handle, store and reinstall existing landscaping mulch in a manner that prevents foreign material from being intermixed with the mulch. If fabric or plastic sheeting underlies the existing landscaping mulch, then replace in a similar manner as existing.

**D Measurement**

The department will measure Salvage and Replace Landscaping Mulch by the square yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Salvage and Replace Landscaping Mulch	SY

Payment is full compensation for providing all materials, including all fabric or plastic sheeting; for all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

**37. Ditch Cleaning, Item SPV.0180.02.**

**A Description**

This special provision describes removing existing vegetation, brush, and sediment from the ditch flowline and for grading and shaping the ditch bottom and slopes to restore drainage and match adjacent slopes.

**B (Vacant)**

**C Construction**

Grade and shape the ditch flowline within the roadway right-of-way as necessary to remove existing vegetation and restore unimpeded flow. Do not excavate deeper than 1 foot nor disturb an overall lateral width greater than 10 feet. Grade and trim the lateral areas of disturbance to produce uniform side slope surfaces. Place salvaged topsoil as needed to reestablish the pre-excavated ditch flowline. Dispose of surplus material according to standard spec 205.3.12.

**D Measurement**

The department will measure Ditch Cleaning by the square yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Ditch Cleaning	SY

Payment is full compensation for removing existing vegetation, brush, and debris, including accumulated sediment; for disposing of excavated materials; and for grading and shaping the ditch bottom and slopes to reestablish a positive ditch flowline.

Salvaged topsoil, seed, and erosion control items will be measured and paid for separately.

**38. Salvaged Asphaltic Pavement Base, Item SPV.0195.01.**

**A Description**

This special provision describes recovering existing asphaltic pavement or surfacing, from locations the contract or the engineer specifies, hauling and stockpiling that salvaged material, and constructing a dense graded aggregate base using that salvaged material.

**B Materials**

Furnish salvaged material with 100 percent passing a 1 1/4-inch sieve for use in dense graded aggregate base.

**C Construction**

**C.1 Salvaging**

Haul the salvaged material from the grade. Stockpile the salvaged material at a location the contract specifies or where it will minimize the hauling required to place the material as a dense graded aggregate base. Prepare the stockpile foundation to minimize contamination of the salvaged material. Ensure that the stockpile foundation is free of clods, lumps, or stones larger than 2-inch in any dimension.

**C.1.1 Full-Depth Salvaging**

Remove the existing asphaltic pavement or surfacing full-depth without incorporating or damaging the underlying materials. The engineer may suspend the work if excessive amounts of underlying or shoulder materials are included in the removal.

**C.2 Constructing Dense Graded Aggregate Base**

Process stockpiled material as necessary to conform to Section B of this special provision and place material as the plans or special provisions specify. Construct the base conforming to standard spec 305.3.

Unless the contract specifies otherwise, material recovered from within the project limits in excess of that subsequently incorporated in the work as a dense graded aggregate base becomes the contractor's property.

**D Measurement**

The department will measure Salvaged Asphaltic Pavement Base by the ton, acceptably completed.

The department will determine weight or volume, adjust for moisture, and convert between weight and volume as specified in standard spec 301.4. The department may deduct for contaminated aggregate or unrecovered aggregate deposited outside the outer shoulder limits.

The department will make no deductions from the volume measured under the Excavation bid items for pavement removed full-depth under the Salvaged Asphaltic Pavement Base 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.0195.01	Salvaged Asphaltic Pavement Base	TON

Payment is full compensation for full-depth salvaging; for hauling and stockpiling the salvaged material; for processing to size; for preparing the foundation; and for placing, compacting, shaping, and maintaining the base. The department will pay for compaction water as specified in standard spec 301.5.

## **ADDITIONAL SPECIAL PROVISION 4**

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

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

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

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

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

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

### **Acceptance and Final Payment**

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

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

*Make the following revisions to the standard specifications.*

### **107 Legal Relations and Responsibility to the Public**

Add subsection 107.27 effective with the November 2024 letting.

#### **107.27 Drones or Unmanned Aircraft Systems (UAS)**

##### **107.27.1 Licensing and Compliance**

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

##### **107.27.2 Flight Approval, Safety, and Incident Reporting**

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

##### **107.27.3 Insurance Requirements**

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

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

**646 Pavement Markings**

**646.3.2.4 Black Epoxy**

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

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

**ERRATA**

**204.3.1.3 Salvaging or Disposal of Materials**

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

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

**204.3.2.3 Removing Buildings**

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

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

**335.3.2 Rubblizing**

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

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

**335.3.3 Compacting**

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

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

**526.3.4 Construction, Backfilling, Inspection and Maintenance**

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

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

**602.3.6 Concrete Rumble Strips**

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

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

**604.2 Materials**

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

- (1) Furnish materials conforming to the following:

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

## ADDITIONAL SPECIAL PROVISION 7

### A. Reporting 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) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 to electronically submit Certified Payroll Reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's Highway Construction Contractor Information (HCCI) site on the Labor, Wages, and EEO Information page at:  
<https://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS or AWP CRL. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS or AWP CRL training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
  - For CRCS: Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Information about exporting payroll/labor data. Not every contractor's payroll system can produce export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at: <https://wisconsin.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
  - For AWP CRL: Contact AWP Support at [awpsupport@dot.wi.gov](mailto:awpsupport@dot.wi.gov). Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

## NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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

## BUY AMERICA PROVISION

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

### 1. Iron and Steel

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

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

### 2. Manufactured Product

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

### 3. Construction Material

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

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

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

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

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

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

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

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

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

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

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



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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	9.000 STA	_____.	_____.
0004	202.0110 Roadside Clearing	92.000 SY	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	8.000 EACH	_____.	_____.
0008	203.0211.S Abatement of Asbestos Containing Material (structure) 01. B-10-0072	1.000 EACH	_____.	_____.
0010	203.0220 Removing Structure (structure) 01. C-10-0944	1.000 EACH	_____.	_____.
0012	203.0220 Removing Structure (structure) 02. C-10-0945	1.000 EACH	_____.	_____.
0014	203.0220 Removing Structure (structure) 03. C-10-0946	1.000 EACH	_____.	_____.
0016	203.0220 Removing Structure (structure) 04. C-10-0947	1.000 EACH	_____.	_____.
0018	203.0220 Removing Structure (structure) 05. C-10-1092	1.000 EACH	_____.	_____.
0020	203.0220 Removing Structure (structure) 06. B-10-0072	1.000 EACH	_____.	_____.
0022	204.0110 Removing Asphaltic Surface	991.000 SY	_____.	_____.
0024	204.0115 Removing Asphaltic Surface Butt Joints	1,417.000 SY	_____.	_____.
0026	204.0120 Removing Asphaltic Surface Milling	233,140.000 SY	_____.	_____.
0028	204.0130 Removing Curb	45.000 LF	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.0150 Removing Curb & Gutter	1,995.000 LF	_____.	_____.
0032	204.0155 Removing Concrete Sidewalk	620.000 SY	_____.	_____.
0034	204.0180 Removing Delineators and Markers	28.000 EACH	_____.	_____.
0036	204.0185 Removing Masonry	7.000 CY	_____.	_____.
0038	204.9060.S Removing (item description) 01. Culvert Endwalls	4.000 EACH	_____.	_____.
0040	205.0100 Excavation Common	4,516.000 CY	_____.	_____.
0042	206.1001 Excavation for Structures Bridges (structure) 01. B-10-0072	1.000 EACH	_____.	_____.
0044	206.2001 Excavation for Structures Culverts (structure) 01. C-10-1092	1.000 EACH	_____.	_____.
0046	208.0100 Borrow	4,080.000 CY	_____.	_____.
0048	208.1500.S Temporary Lane Shift During Culvert Work	4.000 EACH	_____.	_____.
0050	209.0200.S Backfill Controlled Low Strength	5.000 CY	_____.	_____.
0052	210.1500 Backfill Structure Type A	498.000 TON	_____.	_____.
0054	210.2500 Backfill Structure Type B	642.000 TON	_____.	_____.
0056	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 7050-00-72	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A, 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
0058	211.0101 Prepare Foundation for Asphaltic Paving (project) 02. 7050-00-73	1.000 EACH	_____.	_____.
0060	213.0100 Finishing Roadway (project) 01. 7050-00-72	1.000 EACH	_____.	_____.
0062	213.0100 Finishing Roadway (project) 02. 7050-00-73	1.000 EACH	_____.	_____.
0064	305.0110 Base Aggregate Dense 3/4-Inch	5,815.000 TON	_____.	_____.
0066	305.0120 Base Aggregate Dense 1 1/4-Inch	1,885.000 TON	_____.	_____.
0068	311.0110 Breaker Run	67.000 TON	_____.	_____.
0070	312.0110 Select Crushed Material	165.000 TON	_____.	_____.
0072	455.0605 Tack Coat	32,725.000 GAL	_____.	_____.
0074	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	2.000 EACH	_____.	_____.
0076	460.6644 HMA Pavement 4 MT 58-34 V	22,830.000 TON	_____.	_____.
0078	460.6645 HMA Pavement 5 MT 58-34 V	19,620.000 TON	_____.	_____.
0080	460.9000.S Material Transfer Vehicle 01. 7050-00-72	1.000 EACH	_____.	_____.
0082	460.9000.S Material Transfer Vehicle 02. 7050-00-73	1.000 EACH	_____.	_____.
0084	465.0105 Asphaltic Surface	1,310.000 TON	_____.	_____.
0086	465.0110 Asphaltic Surface Patching	470.000 TON	_____.	_____.



Proposal Schedule of Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	465.0120 Asphaltic Surface Driveways and Field Entrances	75.000 TON	_____.	_____.
0090	465.0315 Asphaltic Flumes	26.000 SY	_____.	_____.
0092	465.0560 Asphaltic Rumble Strips, Centerline	54,335.000 LF	_____.	_____.
0094	502.0100 Concrete Masonry Bridges	33.000 CY	_____.	_____.
0096	502.3200 Protective Surface Treatment	625.000 SY	_____.	_____.
0098	502.3205 Pigmented Surface Sealer Reseal	236.000 SY	_____.	_____.
0100	502.3210 Pigmented Surface Sealer	34.000 SY	_____.	_____.
0102	502.4205 Adhesive Anchors No. 5 Bar	28.000 EACH	_____.	_____.
0104	504.0100 Concrete Masonry Culverts	54.000 CY	_____.	_____.
0106	505.0400 Bar Steel Reinforcement HS Structures	8,930.000 LB	_____.	_____.
0108	505.0600 Bar Steel Reinforcement HS Coated Structures	5,260.000 LB	_____.	_____.
0110	509.0301 Preparation Decks Type 1	184.000 SY	_____.	_____.
0112	509.0302 Preparation Decks Type 2	3.000 SY	_____.	_____.
0114	509.0505.S Cleaning Decks to Reapply Concrete Masonry Overlay	625.000 SY	_____.	_____.
0116	509.1500 Concrete Surface Repair	10.000 SF	_____.	_____.



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	509.2500 Concrete Masonry Overlay Decks	34.000 CY	_____.	_____.
0120	509.9005.S Removing Concrete Masonry Deck Overlay (structure) 01. B-10-0072	625.000 SY	_____.	_____.
0122	511.1200 Temporary Shoring (structure) 01. B-10-0072	470.000 SF	_____.	_____.
0124	511.1200 Temporary Shoring (structure) 01. C-10-1092	384.000 SF	_____.	_____.
0126	516.0500 Rubberized Membrane Waterproofing	15.000 SY	_____.	_____.
0128	520.3630 Culvert Pipe Class III-B Non-metal 30-Inch	305.000 LF	_____.	_____.
0130	520.3636 Culvert Pipe Class III-B Non-metal 36-Inch	161.000 LF	_____.	_____.
0132	520.8700 Cleaning Culvert Pipes	2.000 EACH	_____.	_____.
0134	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	146.000 LF	_____.	_____.
0136	522.0172 Culvert Pipe Reinforced Concrete Class III 72-Inch	86.000 LF	_____.	_____.
0138	522.0442 Culvert Pipe Reinforced Concrete Class IV 42-Inch	75.000 LF	_____.	_____.
0140	524.0130 Culvert Pipe Salvaged 30-Inch	59.000 LF	_____.	_____.
0142	524.0136 Culvert Pipe Salvaged 36-Inch	18.000 LF	_____.	_____.
0144	524.0148 Culvert Pipe Salvaged 48-Inch	213.000 LF	_____.	_____.



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Federal ID(s): N/A, 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
0146	524.0160 Culvert Pipe Salvaged 60-Inch	82.000 LF	_____.	_____.
0148	524.0630 Apron Endwalls for Culvert Pipe Salvaged 30-Inch	3.000 EACH	_____.	_____.
0150	524.0636 Apron Endwalls for Culvert Pipe Salvaged 36-Inch	2.000 EACH	_____.	_____.
0152	524.0648 Apron Endwalls for Culvert Pipe Salvaged 48-Inch	8.000 EACH	_____.	_____.
0154	601.0411 Concrete Curb & Gutter 30-Inch Type D	1,735.000 LF	_____.	_____.
0156	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	271.000 LF	_____.	_____.
0158	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	116.000 LF	_____.	_____.
0160	601.0600 Concrete Curb Pedestrian	150.000 LF	_____.	_____.
0162	602.0405 Concrete Sidewalk 4-Inch	5,860.000 SF	_____.	_____.
0164	602.0505 Curb Ramp Detectable Warning Field Yellow	300.000 SF	_____.	_____.
0166	602.3010 Concrete Surface Drains	5.000 CY	_____.	_____.
0168	603.8000 Concrete Barrier Temporary Precast Delivered	430.000 LF	_____.	_____.
0170	603.8125 Concrete Barrier Temporary Precast Installed	860.000 LF	_____.	_____.
0172	606.0200 Riprap Medium	129.000 CY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0174	606.0300 Riprap Heavy	66.000 CY	_____.	_____.
0176	606.0700 Grouted Riprap Heavy	165.000 CY	_____.	_____.
0178	611.8115 Adjusting Inlet Covers	18.000 EACH	_____.	_____.
0180	612.0406 Pipe Underdrain Wrapped 6-Inch	88.000 LF	_____.	_____.
0182	614.0010 Barrier System Grading Shaping Finishing	2.000 EACH	_____.	_____.
0184	614.0150 Anchor Assemblies for Steel Plate Beam Guard	2.000 EACH	_____.	_____.
0186	614.0200 Steel Thrie Beam Structure Approach	21.000 LF	_____.	_____.
0188	614.0305 Steel Plate Beam Guard Class A	6.000 LF	_____.	_____.
0190	614.0345 Steel Plate Beam Guard Short Radius	25.000 LF	_____.	_____.
0192	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	1.000 EACH	_____.	_____.
0194	614.0905 Crash Cushions Temporary	4.000 EACH	_____.	_____.
0196	614.0920 Salvaged Rail	962.000 LF	_____.	_____.
0198	614.0925 Salvaged Guardrail End Treatments	12.000 EACH	_____.	_____.
0200	614.2300 MGS Guardrail 3	250.000 LF	_____.	_____.
0202	614.2500 MGS Thrie Beam Transition	200.000 LF	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): N/A, 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
0204	614.2610 MGS Guardrail Terminal EAT	9.000 EACH	_____.	_____.
0206	618.0100 Maintenance and Repair of Haul Roads (project) 01. 7050-00-72	1.000 EACH	_____.	_____.
0208	618.0100 Maintenance and Repair of Haul Roads (project) 02. 7050-00-73	1.000 EACH	_____.	_____.
0210	619.1000 Mobilization	1.000 EACH	_____.	_____.
0212	620.0300 Concrete Median Sloped Nose	91.000 SF	_____.	_____.
0214	624.0100 Water	22.000 MGAL	_____.	_____.
0216	625.0100 Topsoil	530.000 SY	_____.	_____.
0218	625.0500 Salvaged Topsoil	7,850.000 SY	_____.	_____.
0220	627.0200 Mulching	6,410.000 SY	_____.	_____.
0222	628.1504 Silt Fence	6,380.000 LF	_____.	_____.
0224	628.1520 Silt Fence Maintenance	6,380.000 LF	_____.	_____.
0226	628.1905 Mobilizations Erosion Control	11.000 EACH	_____.	_____.
0228	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0230	628.2008 Erosion Mat Urban Class I Type B	1,970.000 SY	_____.	_____.
0232	628.6005 Turbidity Barriers	30.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0234	628.7015 Inlet Protection Type C	43.000 EACH	_____.	_____.
0236	628.7020 Inlet Protection Type D	4.000 EACH	_____.	_____.
0238	628.7555 Culvert Pipe Checks	62.000 EACH	_____.	_____.
0240	629.0210 Fertilizer Type B	5.300 CWT	_____.	_____.
0242	630.0120 Seeding Mixture No. 20	358.000 LB	_____.	_____.
0244	630.0140 Seeding Mixture No. 40	20.000 LB	_____.	_____.
0246	630.0500 Seed Water	54.000 MGAL	_____.	_____.
0248	633.0100 Delineator Posts Steel	5.000 EACH	_____.	_____.
0250	633.0500 Delineator Reflectors	5.000 EACH	_____.	_____.
0252	633.5200 Markers Culvert End	28.000 EACH	_____.	_____.
0254	638.2102 Moving Signs Type II	17.000 EACH	_____.	_____.
0256	638.4000 Moving Small Sign Supports	17.000 EACH	_____.	_____.
0258	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0260	643.0300 Traffic Control Drums	7,175.000 DAY	_____.	_____.
0262	643.0420 Traffic Control Barricades Type III	450.000 DAY	_____.	_____.
0264	643.0715 Traffic Control Warning Lights Type C	1,080.000 DAY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0266	643.0900 Traffic Control Signs	10,595.000 DAY	_____.	_____.
0268	643.1000 Traffic Control Signs Fixed Message	36.000 SF	_____.	_____.
0270	643.3165 Temporary Marking Line Paint 6-Inch	117,985.000 LF	_____.	_____.
0272	643.3180 Temporary Marking Line Removable Tape 6-Inch	310.000 LF	_____.	_____.
0274	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	1,010.000 LF	_____.	_____.
0276	643.3805 Temporary Marking Stop Line Paint 18-Inch	24.000 LF	_____.	_____.
0278	643.3980 Temporary Marking Removable Mask Out Tape 8-Inch	1,085.000 LF	_____.	_____.
0280	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0282	644.1430 Temporary Pedestrian Surface Plate	1,300.000 SF	_____.	_____.
0284	644.1440 Temporary Pedestrian Surface Matting	180.000 SF	_____.	_____.
0286	644.1601 Temporary Pedestrian Curb Ramp	305.000 DAY	_____.	_____.
0288	644.1605 Temporary Pedestrian Detectable Warning Field	460.000 SF	_____.	_____.
0290	644.1810 Temporary Pedestrian Barricade	2,770.000 LF	_____.	_____.
0292	645.0105 Geotextile Type C	111.000 SY	_____.	_____.
0294	645.0111 Geotextile Type DF Schedule A	40.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0296	645.0120 Geotextile Type HR	708.000 SY	_____.	_____.
0298	646.1020 Marking Line Epoxy 4-Inch	10.000 LF	_____.	_____.
0300	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	188,510.000 LF	_____.	_____.
0302	646.5520 Marking Outfall Epoxy	27.000 EACH	_____.	_____.
0304	646.6120 Marking Stop Line Epoxy 18-Inch	256.000 LF	_____.	_____.
0306	646.7120 Marking Diagonal Epoxy 12-Inch	45.000 LF	_____.	_____.
0308	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,920.000 LF	_____.	_____.
0310	646.8120 Marking Curb Epoxy	670.000 LF	_____.	_____.
0312	646.8220 Marking Island Nose Epoxy	2.000 EACH	_____.	_____.
0314	646.8320 Marking Parking Stall Epoxy	370.000 LF	_____.	_____.
0316	646.9000 Marking Removal Line 4-Inch	1,100.000 LF	_____.	_____.
0318	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,122.000 LF	_____.	_____.
0320	650.6000 Construction Staking Pipe Culverts	14.000 EACH	_____.	_____.
0322	650.6501 Construction Staking Structure Layout (structure) 01. B-10-0072	1.000 EACH	_____.	_____.
0324	650.6501 Construction Staking Structure Layout (structure) 02. C-10-1092	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0326	650.8000 Construction Staking Resurfacing Reference	66,039.000 LF	_____.	_____.
0328	650.9000 Construction Staking Curb Ramps	30.000 EACH	_____.	_____.
0330	650.9500 Construction Staking Sidewalk (project) 01. 7050-00-73	1.000 EACH	_____.	_____.
0332	650.9911 Construction Staking Supplemental Control (project) 01. 7050-00-72	1.000 EACH	_____.	_____.
0334	650.9911 Construction Staking Supplemental Control (project) 02. 7050-00-73	1.000 EACH	_____.	_____.
0336	650.9920 Construction Staking Slope Stakes	1,580.000 LF	_____.	_____.
0338	653.0900 Adjusting Pull Boxes	2.000 EACH	_____.	_____.
0340	661.0101 Temporary Traffic Signals for Bridges (structure) 01. B-10-0072	2.000 EACH	_____.	_____.
0342	690.0150 Sawing Asphalt	3,120.000 LF	_____.	_____.
0344	690.0250 Sawing Concrete	540.000 LF	_____.	_____.
0346	740.0440 Incentive IRI Ride	49,673.000 DOL	1.00000	49,673.00
0348	999.2000.S Installing and Maintaining Bird Deterrent System (station) 01. 255+71	1.000 EACH	_____.	_____.
0350	999.2000.S Installing and Maintaining Bird Deterrent System (station) 02. 351+11	1.000 EACH	_____.	_____.
0352	999.2000.S Installing and Maintaining Bird Deterrent System (station) 03. 376+83	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0354	999.2000.S Installing and Maintaining Bird Deterrent System (station) 04. 445+78	1.000 EACH	_____.	_____.
0356	999.2000.S Installing and Maintaining Bird Deterrent System (station) 05. 243+50	1.000 EACH	_____.	_____.
0358	999.2000.S Installing and Maintaining Bird Deterrent System (station) 06. 89+13	1.000 EACH	_____.	_____.
0360	SPV.0035 Special 01. Widening Repair Excavation	635.000 CY	_____.	_____.
0362	SPV.0055 Special 01. Incentive Density PWL HMA Pavement	32,642.000 DOL	1.00000	32,642.00
0364	SPV.0055 Special 02. Incentive Air Voids HMA Pavement	42,450.000 DOL	1.00000	42,450.00
0366	SPV.0055 Special 03. Incentive Density HMA Pavement Longitudinal Joints	58,028.000 DOL	1.00000	58,028.00
0368	SPV.0060 Special 01. Widening Repair Drainout	16.000 EACH	_____.	_____.
0370	SPV.0060 Special 02. Foam Void Filling B-10-72	1.000 EACH	_____.	_____.
0372	SPV.0060 Special 03. Inlet Covers Type H-D	3.000 EACH	_____.	_____.
0374	SPV.0060 Special 04. Grading Shaping and Finishing Pedestrian Route	6.000 EACH	_____.	_____.
0376	SPV.0090 Special 01. Concrete Cub & Gutter Cure and Seal Treatment	1,140.000 LF	_____.	_____.
0378	SPV.0165 Special 01. Concrete Sidewalk Cure and Seal Treatment	5,860.000 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0380	SPV.0165 Special 02. Salvage and Replace Brick Pavers	10.000 SF	_____.	_____.
0382	SPV.0180 Special 01. Salvage and Replace Landscaping Mulch	8.000 SY	_____.	_____.
0384	SPV.0180 Special 02. Ditch Cleaning	46.000 SY	_____.	_____.
0386	SPV.0195 Special 01. Salvaged Asphaltic Pavement Base	115.000 TON	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.

**PLEASE ATTACH ADDENDA HERE**





# Wisconsin Department of Transportation

January 24, 2025

## 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:

**Proposal #48: 7050-00-72**  
**Neillsville – Thorp**  
**Hunt Street to STH 29 E**  
**STH 73**  
**Clark County**

**7050-00-73**  
**Neillsville – Thorp**  
**Rock Creek Bridge to Hunt**  
**Street**  
**STH 73**  
**Clark County**

### Letting of February 11, 2025

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

#### Special Provisions:

Revised Special Provisions	
Article No.	Description
3	Prosecution and Progress
4	Traffic

Added Special Provisions	
Article No.	Description
39	Notice to Contractor – Local Utilities
40	Notice to Contractor – Contamination Beyond Construction Limits

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

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 01**

**7050-00-72/73**

**January 9, 2025**

**Special Provisions**

**3. Prosecution and Progress.**

*Replace paragraph one under section titled with the following:*

Within the project limits of project 7050-00-73, all work shall be completed by 11:59 PM on Friday, August 29, 2025. If the contractor fails to complete the work specified in the contract for project 7050-00-73 before 12:00 AM on August 30, 2025, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on August 30, 2025. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

**4. Traffic.**

*Add the following paragraph:*

**Private and Commercial Access**

Access to businesses and residences shall be maintained throughout the project. Access may not be closed for work without prior approval from the engineer.

**39. Notice to Contractor – Local Utilities.**

Lighting systems owned by the City of Greenwood are located within the 7050-00-73 project limits. No impacts are anticipated.

**40. Notice to Contractor – Contamination Beyond Construction Limits.**

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following sites:

1. Station 91+20 to Station 92+45 from 60 feet LT of centerline to 40 feet RT of centerline.
2. Station 97+17 to Station 102+62 from 415 feet LT of centerline to 90 feet RT of centerline.
3. Station 102+30 to Station 104+75 from 12 feet LT of centerline to 70 feet RT of centerline.
4. Station 105+12 to Station 106+80 from 2 feet RT of centerline to 65 feet RT of centerline.
5. Station 114+25 to Station 114+66 from 60 feet LT of centerline to 17 feet LT of centerline.
6. Station 116+19 to Station 116+41 from 38 feet LT of centerline to 16 feet LT of centerline.
7. Station 116+68 to Station 117+12 from 8 feet LT of centerline to 65 feet RT of centerline.
8. Station 120+07 to Station 120+78 from 55 feet LT of centerline to 40 feet RT of centerline.
9. Station 127+26 to Station 128+68 from 10 feet RT of centerline to 160 feet RT of centerline.
10. Station 250+00 to Station 251+00 from 15 feet RT of centerline to 50 feet RT of centerline.
11. Station 312+00 to Station 322+00 from 15 feet LT & RT of centerline to 50 feet LT & RT of centerline.
12. Station 421+00 to Station 422+50 from 15 feet LT of centerline to 80 feet LT of centerline.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Dan Rambo, (715) 836-5181.  
stp-107-100 (20230113)

END OF ADDENDUM





# Wisconsin Department of Transportation

January 29, 2025

## 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:

**Proposal #48: 7050-00-72**  
**Neillsville – Thorp**  
**Hunt Street to STH 29 E**  
**STH 73**  
**Clark County**

**7050-00-73**  
**Neillsville – Thorp**  
**Rock Creek Bridge to Hunt**  
**Street**  
**STH 73**  
**Clark County**

### Letting of February 11, 2025

This is Addendum No. 02, which provides for the following:

#### Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
65	Revise culvert pipe note at STA 376+83.

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

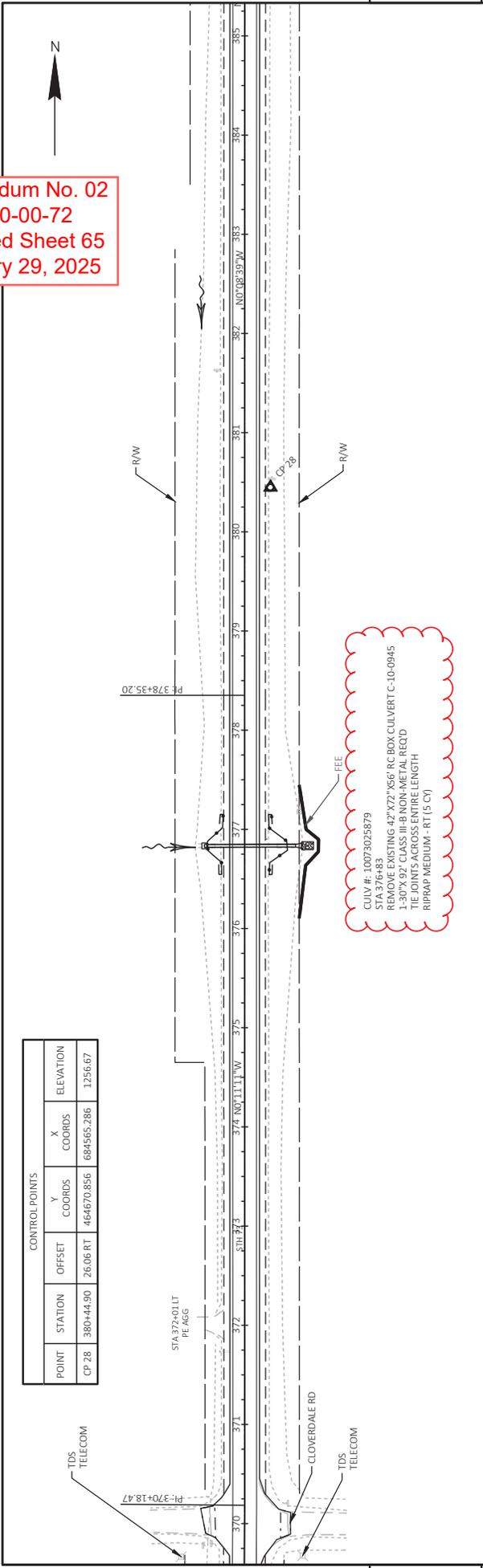
Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

END OF ADDENDUM

Addendum No. 02  
 ID 7050-00-72  
 Revised Sheet 65  
 January 29, 2025



CONTROL POINTS			
POINT	STATION	OFFSET	ELEVATION
CP 28	380+44.90	26.06 RT	1256.67

CONTROL POINTS			
POINT	STATION	OFFSET	ELEVATION
CP 29	357+79.48	27.42 RT	1270.67

PROJECT NO: 7050-00-72      COUNTY: CLARK      HWY: STH 73      SHEET 65

FILE NAME: C:\CVL 3D PROJECTS\705000\02\SHEETS\PLAN\021200-PP-8-15-24.DWG      PLOT DATE: 12/18/2024 1:53 PM      PLOT NAME: THAO\_KOU      PLOT SCALE: 1 IN=100 FT      WISSOT/CADDIS SHEET 44

LAYOUT NAME: 15\_CMS



# Wisconsin Department of Transportation

## Division of Transportation Systems Development

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

February 5, 2025

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

### NOTICE TO ALL CONTRACTORS:

**Proposal #48: 7050-00-72**  
**Neillsville – Thorp**  
**Hunt Street to STH 29 E**  
**STH 73**  
**Clark County**

**7050-00-73**  
**Neillsville – Thorp**  
**Rock Creek Bridge to Hunt**  
**Street**  
**STH 73**  
**Clark County**

### Letting of February 11, 2025

This is Addendum No. 03, which provides for the following:

#### Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
204.0100	Removing Concrete Pavement	SY	0	2380	2380

#### Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
41	Added miscellaneous quantity for 204.0100 Removing Concrete Pavement

**Schedule of Items**

Attached, dated February 5, 2025, are the revised Schedule of Items Page 14.

**Plan Sheets**

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

Revised: 41

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

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

END OF ADDENDUM

SPV.0180.02  
SPECIAL  
(SPECIAL 02.  
DITCH  
CLEANING))

CATEGORY	STATION	TO	STATION	LOCATION	REMARKS
0010	4+93	-	5+13	LT	23
0010	422+18	-	422+38	RT	23
TOTAL 0010					46

SPV.0035.01  
SPECIAL (01.  
WIDENING  
EXCAVATION))

CATEGORY	STATION	TO	STATION	LOCATION	CY	REPAIR DRAINOUT)	WIDENING REPAIR	SPV.0060.01 SPECIAL (01. WIDENING REPAIR DRAINOUT)	SPV.0195.01 SPECIAL (01. SALVAGED ASPHALTIC PAVEMENT BASE)	TON	REMARKS
0010	72+25	-	73+25	LT	32	1	1	6	6		SEE LANE REPAIR DETAILS
0010	78+25	-	80+00	RT	55	1	1	10	10		SEE LANE REPAIR DETAILS
0010	81+40	-	84+40	RT	95	1	1	18	18		SEE LANE REPAIR DETAILS
0010	94+75	-	97+25	RT	79	1	1	14	14		SEE LANE REPAIR DETAILS
0010	119+85	-	121+10	RT	40	1	1	7	7		SEE LANE REPAIR DETAILS
0010	124+60	-	125+10	LT	16	1	1	3	3		SEE LANE REPAIR DETAILS
0010	283+50	-	284+50	LT	32	1	1	6	6		SEE LANE REPAIR DETAILS
0010	285+25	-	286+00	LT	24	1	1	4	4		SEE LANE REPAIR DETAILS
0010	285+50	-	287+25	RT	55	1	1	10	10		SEE LANE REPAIR DETAILS
0010	286+65	-	287+65	LT	32	1	1	6	6		SEE LANE REPAIR DETAILS
0010	324+20	-	324+80	RT	19	1	1	3	3		SEE LANE REPAIR DETAILS
0010	351+60	-	352+00	RT	13	1	1	3	3		SEE LANE REPAIR DETAILS
0010	352+25	-	353+00	RT	24	1	1	4	4		SEE LANE REPAIR DETAILS
0010	353+50	-	354+25	RT	24	1	1	4	4		SEE LANE REPAIR DETAILS
0010	478+60	-	480+60	LT	63	1	1	11	11		SEE LANE REPAIR DETAILS
0010	500+05	-	501+05	LT	32	1	1	6	6		SEE LANE REPAIR DETAILS
TOTAL 0010					635	16		115			

Addendum No. 03  
ID 7050-00-72  
Revised Sheet 41  
February 5, 2025

204.0100  
REMOVING  
CONCRETE  
PAVEMENT

CATEGORY	STATION	LOCATION	REMARKS
0010	110+49	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	200+09	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	209+05	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	255+74	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	351+18	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	376+83	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	422+40	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	434+98	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	445+76	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
0010	490+96	5TH 73	SEE CULVERT EXCAVATION DETAIL FOR LIMITS
TOTAL 0010			2,380



Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0380	SPV.0165 Special 02. Salvage and Replace Brick Pavers	10.000 SF	_____.	_____.
0382	SPV.0180 Special 01. Salvage and Replace Landscaping Mulch	8.000 SY	_____.	_____.
0384	SPV.0180 Special 02. Ditch Cleaning	46.000 SY	_____.	_____.
0386	SPV.0195 Special 01. Salvaged Asphaltic Pavement Base	115.000 TON	_____.	_____.
0388	204.0100 Removing Concrete Pavement	2,380.000 SY	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.



# Wisconsin Department of Transportation

## Division of Transportation Systems Development

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

February 6, 2025

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

### NOTICE TO ALL CONTRACTORS:

**Proposal #48: 7050-00-72**  
**Neillsville – Thorp**  
**Hunt Street to STH 29 E**  
**STH 73**  
**Clark County**

**7050-00-73**  
**Neillsville – Thorp**  
**Rock Creek Bridge to Hunt Street**  
**STH 73**  
**Clark County**

### Letting of February 11, 2025

This is Addendum No. 04, which provides for the following:

#### Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
522.0148	Culvert Pipe Reinforced Concrete Class III 48-Inch	LF	0	42	42

#### Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
35	Added miscellaneous quantity for 522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch
192	Revised note for culvert at STA 238+51 and STA 238+58

**Schedule of Items**

Attached, dated February 6, 2025, are the revised Schedule of Items Page 14.

**Plan Sheets**

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

Revised: 35 and 192.

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

Sincerely,

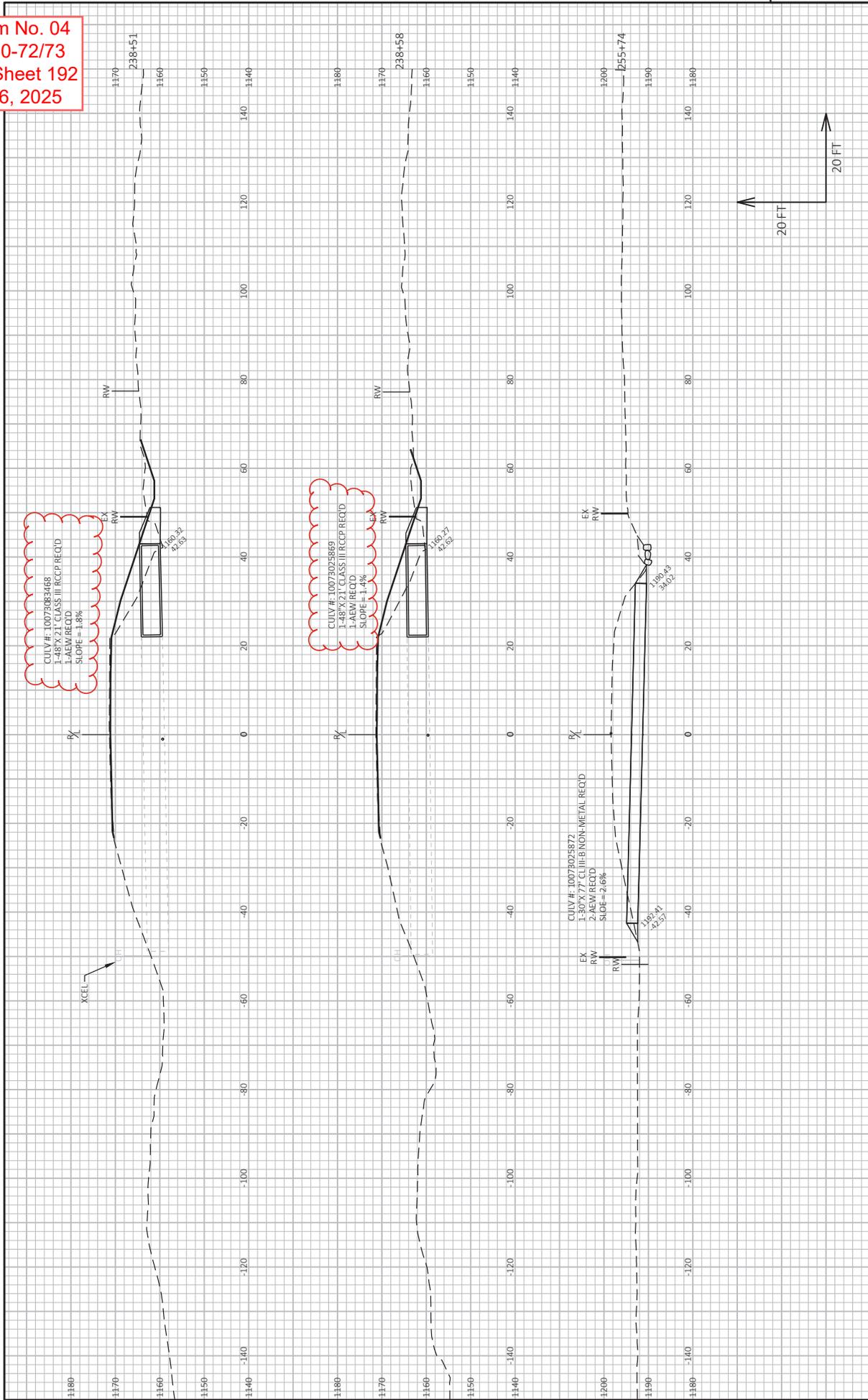
*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

END OF ADDENDUM



Addendum No. 04  
 ID 7050-00-72/73  
 Revised Sheet 192  
 February 6, 2025





Proposal Schedule of Items

Proposal ID: 20250211048 Project(s): 7050-00-72, 7050-00-73

Federal ID(s): N/A, 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
0380	SPV.0165 Special 02. Salvage and Replace Brick Pavers	10.000 SF	_____.	_____.
0382	SPV.0180 Special 01. Salvage and Replace Landscaping Mulch	8.000 SY	_____.	_____.
0384	SPV.0180 Special 02. Ditch Cleaning	46.000 SY	_____.	_____.
0386	SPV.0195 Special 01. Salvaged Asphaltic Pavement Base	115.000 TON	_____.	_____.
0388	204.0100 Removing Concrete Pavement	2,380.000 SY	_____.	_____.
0390	522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch	42.000 LF	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.

