HIGHWAY WORK PROPOSAL

6240-31-71

Notice of Award Dated

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

N/A

STATE ID **FEDERAL ID** PROJECT DESCRIPTION

> V Black Creek, STH 47, Storm Sewer Improvement

HIGHWAY COUNTY

STH 047 Outagamie

Proposal Number:

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:	575,000.00
Payable to: Wisconsin Departmer	nt of Transportation
Bid Submittal Date: May 13, 2025 Time (Local Time): 11:00 am	
Contract Completion Time	
40 Working Days 60	Working Days
Assigned Disadvantaged Business	s Enterprise Goal 0%

Attach Proposal Guaranty on back of this PAGE.

Firm Name, Address, City, State, Zip Code

SAMPLE NOT FOR BIDDING PURPOSES

This contract is exempt from federal oversight.

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

this proposal bid.

Do not sign, notarize, or submit this Highway Work Proposal who	en submitting an electronic bid on the Internet.
Subscribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	
Type of Work: For Departn Removals, Grading, Aggregate, Asphalt Pavement, Culvert Pipe, Cu Permanent Signing, Traffic Control, Restoration.	nent Use Only urb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control,

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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid ExpressTM 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 ExpressTM on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

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

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

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

- or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the 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 TM web site.
 - 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 - 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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

other files on the diskette or CD ROM.

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
 - https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx
 - Use ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite □ □ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite TM 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
- (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 TM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the Expedite TM 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.

DT1303 1/2006

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)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FO	R SURETY
(Date)		(Dat	e)
State of Wisconsin)		State of Wisconsin)
County) s	SS.) ss. _County)
On the above date, this instrument was acknowledged named person(s).	the above date, this instrument was acknowledged before me by the med person(s). On the above date, this instrument was acknowledged in named person(s).		as acknowledged before me by the
(Signature, Notary Public, State of Wiscon	sin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wi	(Print or Type Name, Notary Public, State of Wisconsin) (Print or Type Name, Notary Public, State of Wisconsin)		Public, State of Wisconsin)
(Date Commission Expires)		(Date Commis	sion Expires)

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

Time Period Valid (I	From/To)
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation
•	that an annual bid bond issued by the above-named Surety is currently on file with the artment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

- 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.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

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

Special Provisions

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STSP'S Revised January 8, 2025 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 6240-31-71, V Black Creek, STH 47, Storm Sewer Improvement, STH 47, Outagamie 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 (20250108)

2. Scope of Work.

The work under this contract shall consist of storm sewer, culvert pipe, base course, concrete sidewalk, concrete curb and gutter, HMA pavement, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

Provide the time frame for construction of the project within the 2025 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

Interim Completion and Liquidated Damages - Fox Valley and Lake Superior Rail System Railroad Crossing: 72 hours

Complete all work under and within a 40-foot distance parallel to the centerline of each set of rails to the Fox Valley and Lake Superior Rail System railroad crossing within a 72-hour time period, beginning on a mutually agreed upon date and time between the contractor and railroad, which is anticipated to fall over a weekend. Work includes, but is not limited to, removing the existing ballast, installation of the new storm sewer, removal of the existing storm sewer, and backfill of trenches.

If the contractor fails to complete all work outlined above within a 72-hour time period, the department will assess the contractor \$4,000 in interim liquidated damages for each hour the work remains incomplete beyond 72 hours. An entire hour will be charged for any period of time within the hour that the work remains incomplete.

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.

Stream Work

This project includes storm sewer and culvert work in a headwater tributary to Black Creek, and there should be no in-stream work from March 1 through May 15, with both dates inclusive of the timeout period.

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.

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Protection of Endangered Bats (Tree Clearing)

Federally protected bats 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 15 to October 31, both dates inclusive.

The department has contracted with others and will perform the following operations after October 31 and prior to April 15:

· Cutting down and removing trees.

Contractor means and methods to remove additional trees will not be allowed. If it is determined that additional tree I 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 Stated Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

Newton-Blackmour State Trail

The detour for the closure of the Newton-Blackmour State Trail utilizes Forest Rd, Clark St, Burdick St, and Maple St. When the Newton-Blackmour State Trail is closed, no work may be done in the on-street areas utilized by the detour. Notify the Outagamie Parks System Director, Loren Dieck, (920) 832-479, and Wisconsin Department of Natural Resources Liaison, Matt Schaeve, (920) 366-1544, a minimum of seven calendar days prior to closing the trail.

Storm Sewer Construction Staging

Maintain the full capacity of the existing storm sewer at the end of each working day. Submit a storm sewer construction staging plan for approval as part of the ECIP. All temporary drainage connections including temporary pipes, temporary poly and stone lined ditch connections, and any other means proposed for maintaining storm sewer flows are incidental to the storm sewer items.

4. Traffic

Provide emergency services access within the construction limits at all times.

Local Road Restrictions and Closures

West Forest Street can be closed to through traffic west of STH 47 through the intersection of Clark Street when Pine Street and Clark Street south of West Forest Street are open to traffic.

West Forest Street can be closed to traffic at the railroad crossing when West Forest Street is open to traffic from STH 47 through the Clark Street Intersection.

Pine Street can be closed to through traffic between STH 47 and Clark Street when West Forest Street and Clark Street north of Pine Street are open to traffic.

Maintain full access to/from Pinecrest Court at all times via either Pine Street or Clark Street

West Forest Street can be closed to construct the storm sewer crossing between inlet 401 and inlet 399 and complete the watermain work when Pine Street and West Forest Street are open to traffic.

Local traffic access can be reduced to one lane under daytime flagging operations or in accordance with SDD Traffic Control, One Lane Road Stop Condition.

Residential Driveways

Maintain access to private residence driveways on a minimum of base aggregate at all times except as follows: Close driveways for a maximum of 1 calendar day for storm sewer construction. Close driveways for a maximum of 10 consecutive calendar days for driveway, curb and gutter, sidewalk construction and HMA pavement restoration. If a property has two or more driveways, maintain at least one driveway at all

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times during driveway construction. Notify each residence a minimum of 7 calendar days prior to any driveway closures.

Parcel 27 Driveway (Post Office)

Install the storm sewer and replace the curb and gutter, driveway and sidewalk in such a manner that one half of the driveway is open at all times with a minimum width of 10 feet. Perform work which disrupts access to the driveway outside of times when postal vehicles need access to the lot.

Notify Christy Alberts, Postmaster (telephone: 920-595-6002), a minimum of 7 calendar days prior to disruption of normal access to the post office driveway on W. Forest St. and to coordinate the any times of complete access disruption.

Parcel 20 Parking Lot (Community Eye Care)

The parking lot at 413 S Main St may be disrupted for a maximum of three calendar days. Maintain access from the driveway to the parking stalls at all times except as follows: Parking stall access can be disrupted for a combined total of 3 calendar days during storm sewer installation and HMA paving. During parking stall access disruption, maintain a minimum of a 10-foot-wide driveway to provide ADA accessibility via vehicular pick up and drop off to the entrance door in the parking lot. All construction operations that may disrupt vehicular pick-up and drop off to the entrance door shall take place outside of the business operating hours.

Notify the property owner a minimum of 7 calendar days prior to disruption of normal access to the parking lot.

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 47 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 23rd, to 6:00 AM Tuesday, May 27th, Memorial Day;
- From noon Thursday, July 3rd, to 6:00 AM Monday, July 7th, Independence Day;
- From noon Friday, August 29th, to 6:00 AM Tuesday, September 2nd, Labor Day.

stp-107-005 (20210113)

6. Utilities.

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

The Utility work plan included 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 project 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-107-066 (20240703)

Brightspeed of Central Wisconsin, LLC (COMLN) has buried facilities that are in conflict with the proposed construction and has indicated that adjustments will be completed prior to and during construction.

Brightspeed will complete the following work prior to construction:

- Relocate existing pedestal at storm sewer Station 5+15 RT 5' to the south.
- Install new buried facilities from storm sewer Station 5+15 RT to 7+60 RT south of the proposed storm sewer trench.

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Install new buried facilities crossing storm sewer Station 9+65 below the proposed storm sewer.

Brightspeed will discontinue in place existing copper cable at the following location:

- From storm sewer Station 5+15 RT to 7+60 RT
- Crossing storm sewer Station 9+62

Brightspeed will lower an existing copper cable crossing storm sewer Station 11+50 during construction following the removal of the existing storm sewer pipe. The lowering of the buried facilities will take approximately 4 hours.

Spectrum (COMLN) has buried facilities that are in conflict with the proposed construction and has indicated that the following work will be completed prior to construction:

- Relocate existing pedestal at storm sewer Station 14+87 RT 10' west and 4' south of the existing
 pedestal and exposed and relay the existing cable from storm sewer station 14+65 to the south to
 tie into the relocated pedestal.
- Install a new buried cable in conduit from storm sewer Station 14+65 RT to Station 16+45 RT below the proposed storm sewer trench at approximate storm sewer Station 5+15.
- Install a new buried cable in conduit from storm sewer Station 5+15 RT to 9+60 RT south of the proposed storm sewer trench.
- Install new buried facilities crossing storm sewer Station 9+60 below the proposed storm sewer.

Spectrum will discontinue in place the following buried facilities:

- From storm sewer Station 5+15 RT to 9+60 RT
- Crossing storm sewer Station 9+60
- Crossing storm sewer Station 5+15

Village of Black Creek (SEWR) has sewer main and laterals crossing over and under the existing and proposed storm sewer on Pine Street, Clark Street and Forest Street.

A Village of Black Creek representative will be on site during the construction of the storm sewer on Pine Street at storm sewer Station 7+50 and during the construction of the storm sewer on Clark Street at storm sewer Station 8+00 to place a layer of insulation between an existing sewer facility and the new storm sewer.

Village of Black Creek (WATR) has buried facilities that are in conflict with the proposed construction and has indicated that adjustments will be completed prior to and during construction.

The Village of Black Creek will complete the following work prior to construction:

 Relocate the existing water valve on Forest Street at storm sewer Station 24+56 to Station 24+56, 30' LT

The following work will be completed during construction:

- Construction of a watermain offset under the storm sewer crossing Clark Street at Station 8+00 will be completed during construction under bid items included in the contract.
- A Village of Black Creek representative will be on site during the construction of the storm sewer on Pine Street at storm sewer Stations 5+62, 7+52 and 8+27 to place a layer of insulation between the existing water service lines and the new storm sewer.

WE Energies Electric (ELCTY) has overhead and buried facilities within the project limits that are in conflict with proposed construction and has indicated that the following work will be completed prior to construction:

- Relocate the existing pole on Forest Street from storm sewer Station 24+68, 5' LT to Station 24+68, 15' LT.
- Install a new buried cable from storm sewer Station 5+15 RT to 9+55 RT south of the proposed storm sewer trench
- Install new buried facilities crossing storm sewer Station 9+55 below the proposed storm sewer

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 Install a new buried facility crossing storm sewer Station 6+80 below the proposed storm sewer

WE Energies Electric will discontinue in place the following buried facilities:

- From storm sewer Station 5+15 RT to 6+80 LT, crossing storm sewer Station 5+35
- From storm sewer Station 5+15 RT to 9+60 RT
- Crossing storm sewer Station 9+60
- Crossing storm sewer Station 5+15

WE Energies Gas (GSPRT) has buried facilities within the project limits that are in conflict with proposed construction and has indicated that the following work will be completed prior to construction:

· Relocated the 1.25" PE main on the east side of Clark Street crossing storm sewer Station 8+10.

7. Work By Others

The Village of Black Creek will be paving approximately 100 feet of Forest Street each side of the railroad crossing after the track is restored. Coordinate the schedule of the storm sewer work in the vicinity of the railroad crossing with the village. Contact Director of Public Works, Stever Hackle, (920) 540-3608.

8. Municipality Acceptance of Water Main Construction

Both the department and Village of Black Creek personnel will inspect construction of water main under this contract. However, construction staking and acceptance of the water main construction will be by the Village of Black Creek.

stp-105-001 (20140630)

9. Railroad Insurance and Coordination - Fox Valley and Lake Superior Rail System, LLC

A. Description

Comply with standard spec 107.17 for all work affecting Fox Valley and Lake Superior Rail System, LLC property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Watco Companies, L.L.C., and its affiliates, subsidiaries, and assigns.

Notify evidence of the required coverage, and duration to Justin Mahr, Senior Manger Real Estate - Contracts; 315 W. 3rd Street, Pittsburg, KS 66762; Telephone (402) 651-8238; E-mail: iustin.mahr@watco.com

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

Include the following information on the insurance document:

- Project ID: 6240-31-71
- Project Location: Black Creek, Wisconsin
- Route Name: Forest Street, Outagamie County
- Crossing ID: 697785M
- Railroad Subdivision: Shawano
- Railroad Milepost: 341.18
- Work Performed on or within 50' of RR ROW: Storm sewer installation by open cut, pavement restoration and traffic control.

A.2 Train Operation

Approximately 6 through freight trains operate weekly at up to 25 mph. There are no switch trains.

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

Construction Contact

Roger Schaalma, Divisional Engineer, Fox Valley and Lake Superior Rail System, LLC.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044; E-mail rschaalma@watco.com for consultation on railroad requirements during construction.

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

Flagging Contact

Gary Westphal; Roadmaster; 414-750-5676; gwestphal@watco.com Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1. Contractor must officially request a railroad flagger a minimum of 15 day prior to scheduled work. If the contractor fails to do so and is required to pay an Expedited Fee, the project will not reimburse the contractor for said fee.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the Flagging Contact above at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Fox Valley and Lake Superior Rail System, LLC will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. Remove track and reinstall track.

A.5 Temporary Grade Crossing

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

stp-107-026 (20250108)

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

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

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

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

stp-107-054 (20230629)

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

The calculated land disturbance for the project site is 3.31 acres.

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

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

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

A "Certificate of Permit Coverage" is available from the regional office by contacting Jesse Hansen at (920) 492-5630. Post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

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Permit coverage for additional land disturbing construction activities related to contractor means and methods will be considered as part of the ECIP review and approval process. Coverage under the TCGP for additional land disturbance areas will be considered if the areas meet all of the following:

- · Must meet the permit's applicability criteria.
- Must be for the exclusive use of a WisDOT project.
- Land disturbance first commences after the ECIP approval, and the areas are fully restored to meet the final stabilization criteria of the permit upon completion of the work.

The contractor is responsible for obtaining any permits for areas that are not approved by the department for coverage under the TCGP.

stp-107-056 (20250108)

12. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

13. Notice to Contractor, Soil Boring Logs

Soil boring logs are available for review of existing soil conditions at the proposed storm sewer installation under the railroad tracks. Contact Jesse Hansen at (920) 492-5630.

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14. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

15. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

16. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Trench Backfill, Item SPV.0035.01
8" Gate Valve & Box, Item SPV.0060.04
10" Gate Valve & Box, Item SPV.0060.05
Watermain Offset PVC C-900, Item SPV.0060.06
8" Watermain Tie In, Station 100+74, Item SPV.0060.07
10" Watermain Tie In, Station 200+47, Item SPV.0060.08
8" Watermain PVC C-900, Item SPV.0090.04
10" Watermain PVC C-900, Item SPV.0090.05
stp-105-002 (20130615)

17. Removing Storm Sewer

Replace standard spec 204.3.2.2.1(13) with the following:

Under the Removing Storm Sewer bid items, remove existing storm sewer and precast endwalls. Backfill resulting trenches within the roadway when outside of the proposed storm sewer trench with granular backfill conforming to 209.2. Backfill trenches in locations outside of roadway areas with native material or other material approved by the engineer.

18. Storm Sewer Backfill

Storm sewer backfill shall be in accordance with Section 608.2.2 except as follows:

Trench backfill outlined in Section 608.2.2.3 is not required for storm sewer trenches outside of roadways, parking lots and driveways. The contractor may use suitable soils from the trench excavation to backfill trenches outside of paved areas from 1-foot above the pipe to the finished yard grade.

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19. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.

A Description

This special provision describes furnishing and placing polystyrene insulation board as the plans show.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230 as modified in this special provision.

Delete flammability requirement.

B.1 Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the project engineer.

C (Vacant)

D Measurement

The department will measure Insulation Board Polystyrene, 2-Inch by area in square yards of work, completed and accepted.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT612.0902.SInsulation Board Polystyrene, 2-InchSY

Payment is full compensation for all excavation; and for furnishing and placing the insulation board. stp-612-005 (20030820)

20. Trench Backfill, Item SPV.0035.01.

A Description

This special provision describes hauling in and backfilling utility trenches with granular backfill material. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition.

B Materials

Backfill trenches with Grade 1 granular backfill according to Wisconsin Department of Transportation Standard Specifications, Section 209.

C Construction

Place granular backfill and mechanically compact in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557 and ASTM D2922 for each individual lift.

D Measurement

The department will measure Trench Backfill by the cubic yard in the vehicle, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0035.01Trench BackfillCY

Payment is full compensation for furnishing, placing, compacting, and testing granular backfill; and for providing water for compaction.

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Manholes 7x7-FT, Item SPV.0060.01; Manholes 8x8-FT, Item SPV.0060.02; Manholes 9x9-FT, Item SPV.0060.03.

A Description

This special provision describes providing furnishing and installing box manholes.

B Materials

Furnish materials conforming to the appliable requirements of standard spec 611.2.

C Construction

Construct manholes conforming to the requirements of standard spec 611.3 and SDD Manholes 3X3-FT, 4X4-FT, 5X5-FT and 6X6-FT. Interior dimensions shall be as follows:

Manholes 7x7-FT: 7'x7'
Manholes 8x8-FT: 8'x8'
Manholes 9x9-FT: 9'x9'

D Measurement

The department will measure Manholes 7x7-FT, Manholes 8x8-FT, and Manholes 9x9-FT 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
SPV.0060.01	Manholes 7x7-FT	EA
SPV.0060.02	Manholes 8x8-FT	EA
SPV.0060.03	Manholes 9x9-FT	EA

Payment is full compensation for the applicable requirements of standard spec 611.5.

22. 8" Gate Valve & Box, Item SPV.0060.04; 10" Gate Valve & Box, Item SPV.0060.05.

A Description

This special provision describes furnishing and installing gate valves and boxes of the size shown, including all excavating, backfilling, compacting, and testing, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition.

B Materials

Furnish gate valves that are mechanical joint, cast iron body, epoxy coated, resilient seal, bronze mounted with bronze non-rising stems, having "O" ring seals, opening left and tested at 200 psi working pressure. Support valves in a vertical position on a solid concrete block, concrete support, or equivalent.

Furnish valve boxes with a drop lid marked "Water", of the length required for the depth of cover shown on the plans.

Bolts and nuts for bonnet, stuffing box, and operating nut shall be ANSI type 316 Stainless Steel.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place sanitary wye shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

C Construction

Install gate valves as referenced in Detail Drawing File No. 37 of the Standard Specifications for Sewer and Water Construction. Place a temporary, rigid 4-inch diameter pipe inside the new valve box while backfilling the valve box. Prior to removing the pipe, the pipe must remain in the box until after the street is at gravel grade or as directed by the engineer. The top of water boxes must be plumb within 1 inch of vertical measured from inside the box or remove the box to the water valve and reinstall the box until this

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specification is met. If crushed stone is placed around the new water valve box, place filter fabric over the stone. This will be incidental to the placement of the water valve. The Village of Black Creek will provide 2-inch extensions to be placed on all new water valve boxes during final adjustment.

Construct gate valve & box according to the plans and with pertinent requirements of Part II and Part IV of the Standard Specifications for Sewer and Water Construction in Wisconsin.

D Measurement

The department will measure (size) Gate Valve & Box by each unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.048" Gate Valve & BoxEACHSPV.0060.0510" Gate Valve & BoxEACH

Payment is full compensation for de-watering (if necessary); excavating; furnishing, placing, and compacting bedding material; furnishing, installing, and removing temporary, rigid pipe and blocking or support; and furnishing and installing gate valves and boxes.

23. Watermain Offset, Item SPV.0060.06.

A Description

This special provision describes furnishing and placing all required fittings, including but not limited to bends, bells, crosses, tees, reducers, thrust blocking, and mechanical joint restraints to complete the watermain offset. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition.

B Materials

Fittings shall conform to AWWA C-110, C-153 DI compact fittings, or ANSI A21.10. The fittings will also conform to Chapter 8.22.0 of the Standard Specifications for Sewer and Water Construction. Fittings shall be equipped to provide electrical continuity through use of a trade-marked method approved by the city. Use coated "Core Blue Bolts" on all mechanical joints.

C Construction

Install the fittings according to the pertinent requirements of Part IV of the Standard Specifications for Sewer and Water Construction, Sixth Edition.

D Measurement

The department will measure Watermain Offset by the each, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.06Watermain OffsetEACH

Payment is full compensation for furnishing and installing watermain fittings.

24. 8" Watermain Tie In, Station 100+74, Item SPV.0060.07;

10" Watermain Tie In, Station 101+27, Item SPV.0060.08;

10" Watermain Tie In, Station 200+47, Item SPV.0060.09.

A Description

This special provision describes connecting new watermain pipes to existing watermain pipes. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition.

B Materials

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Conform materials required for connection to existing water main to the requirements of ductile iron water main fittings including mechanical joint cutting-in sleeves, plugs, and couplings.

Provide conductivity connectors complying with ductile iron watermain and ductile iron watermain fittings provisions on all water main connection materials.

Sleeves where needed, will be incidental to this pay item. Sleeves are shown on the plans where we anticipate they will be needed, but connections can be made without them when possible.

C Construction

Make connections to existing watermain at the locations shown on the plans. Excavate and expose existing watermain at the location of connection to determine the exact location and elevation of the existing pipe. Notify Village of Black Creek a minimum of 24 hours prior to turning off the water. Install with minimum service interruptions. Manipulation of existing valves required to construct work shall be performed by Village of Black Creek personnel only. Notify all parties affected by any water service interruption at least 24 hours prior to the interruption. Contractor notification shall consist of city provided door hangers delivered by contractor.

D Measurement

The department will measure (size) Watermain Tie In, (Location) by each 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.0060.07	8" Watermain Tie In, Station 100+74	EACH
SPV.0060.08	10" Watermain Tie In, Station 101+27	EACH
SPV.0060.09	10" Watermain Tie In, Station 200+47	EACH

Payment is full compensation for de-watering (if necessary); for connecting new water main to existing water main; excavating and exposing existing watermain; coordinating with the local water utility; and notifying affected properties.

Fittings and new pipe will be paid for under separate bid items.

25. Beehive Casting, Item SPV.0060.11.

A Description

This special provision describes providing and installing Beehive Casting according to the plan details at the locations indicated in the plans according to the pertinent requirements of Standard Spec 611 and as provided in this special provision.

B Materials

Furnish Neenah R-2560-D frame and grate or approved equal.

C Construction

Construct according to standard spec 611.3.

D Measurement

The department will measure Manhole Cover Beehive Grate 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.0060.11 Beehive Casting EACH

Payment is full compensation for providing new covers including frames, grates, and all other required material and for installing and adjusting each cover.

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26. Utility Line Opening, Item SPV.0060.12.

A Description

This special provision describes excavating to uncover utilities for the purpose of determining Elevation and potential conflicts with proposed work, as shown on the plans or as directed by the engineer.

B (Vacant)

C Construction

Perform the excavation according to Wisconsin State Statue 182.0175.

Perform the utility line openings as soon as possible, before ordering precast structures, and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Allow the engineer a minimum of three working days once utility line opening information is received to review all relevant design information.

Coordinate and approve all utility line openings with the engineer. Notify the utilities a minimum of 3 days before the work so they may be present.

Backfill the excavation with suitable backfill material, and thoroughly compact.

D Measurement

The department will measure Utility Line Opening as each individual utility line opening, acceptably completed. Utility line openings include a trench up to 10-feet long as measured at the trench bottom, and of any width and depth required to locate the intended utility. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be measured.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.12Utility Line OpeningEACH

Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material removed from the excavation; compacting the backfill material; restoring the site; and cleanup.

27. Concrete Curb and Gutter 24-Inch Type D Special, Item SPV.0090.01.

A Description

This special provision describes providing concrete curb and gutter. Conform to standard spec 601 for concrete curb and gutter.

B Materials

Furnish materials conforming to standard spec 601.2.

C Construction

All construction methods shall conform to standard spec 601.3. Match curb section to existing curb and gutter adjacent to the new work.

D Measurement

The department will measure Concrete Curb and Gutter 24-Inch Type D Special 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 NUMBERDESCRIPTIONUNITSPV.0090.01Concrete Curb and Gutter 24-Inch Type D SpecialLF

The department will pay for Concrete Curb and Gutter 24-Inch Type D Special as specified in standard spec 601.5.

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28. PVC Storm Lateral 4-Inch, Item SPV.0090.02; PVC Storm Lateral 6-Inch, SPV.0090.03.

A Description

Perform this work in accordance to the pertinent requirements of section 608 and 612 of the standard specifications and as modified in this special provision.

B Materials

Furnish schedule 40 Polyvinyl Chloride (PVC) Sewer Pipe meeting the requirements of ASTM D1785. Furnish PVC fittings meeting the requirements of ASTM D2564.

Each length of pipe and each fitting shall be marked as follows:

- a. Manufacture's name and trademark.
- b. Nominal pipe size.
- c. Pipe classification.
- d. The legend, I.e. "Scheduele-40 PVC Sewer Pipe"
- e. ASTM Designation
- f. Extrusion date, period of manufacture, or lot number

Packaging, handling and shipment of PVC pipe shall be in accordance with manufacturer's instructions and specifications.

C Construction

Storm lateral shall be laid with a minimum slope of 1/8 inch per foot unless otherwise approved by the Engineer.

When depth of cover over storm lateral is less than 3 feet, install a 24" wide piece of 2" thick polystyrene insulation board 6" above the top of the pipe. Insulation board shall be installed on a smooth, uniformly graded and compacted surface, and then backfill added.

Storm sewer lateral connections to concrete storm sewer main and inlets shall be core drilled. Install a rubber gasket to provide a watertight seal and begin with a short piece of storm lateral pipe with a bell end to prevent possible lateral intrusion into the storm sewer main.

D Measurement

The department will measure PVC Storm Lateral 4-Inch and PVC Storm Lateral 6-Inch in length by the linear foot in place, and the quantity measured for payment shall be the horizontal distance measured along the centerline of the pipe from the inside edge of the inlet, manhole or storm sewer pipe to the upstream where connection to existing is made.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	PVC Storm Lateral 4-Inch	LF
SPV.0090.03	PVC Storm Lateral 6-Inch	LF

Payment is full compensation for furnishing all material including elbows, connections; fittings; caps; coring the storm sewer and inlets or manholes; providing and installing watertight connectors; for laying pipe, for connecting to inlets, manholes, or storm sewer main; for backfilling; for furnishing bedding materials; and for disposing of all excess material.

Providing and installing insulation, when required, will be paid for under a separate bid item.

29. 8" Watermain PVC C-900, Item SPV.0090.04; 10" Watermain PVC C-900, Item SPV.0090.05.

A Description

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This special provision describes furnishing and installing PVC C-900 watermain pipe of the diameter shown including excavation of existing soils from utility trenches and the removal of the existing watermain. This work shall include all excavating, backfilling, compacting, and testing, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition.

B Materials

Materials removed from trenches shall be responsibility of the contractor and shall be properly disposed. Trench excavation shall not be used on this project as fill material unless deemed suitable by the engineer.

Watermain shall be pressure Class 235, thickness DR 18 conforming to the requirements of AWWA C900. Pipe shall be with push-on or mechanical joints meeting the requirements of Section 4.6.0 of the Standard Specifications for Sewer and Water Construction. All watermain materials including pipe and all appurtenances shall be equipped to provide electrical continuity through use of a trade-marked method approved by the city. Use coated "Core Blue Bolts" on all mechanical joints.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place sanitary laterals shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the watermain. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

Remove and dispose of unsuitable material from the utility trenches. Excavations shall extend to the desired depth to accommodate bedding material and pipe elevations.

Install the watermain according to the pertinent requirements of Part IV of the Standard Specifications for Sewer and Water Construction.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557 and ASTM D2922.

Contractor shall disinfect the watermain by the tablet method, AWWA C651. Place 5-gram calcium hypochlorite tablets at each section of pipe as outline in AWWA C651. Fill main in a manner such that the water velocity within the main will not exceed 1 fps. Water shall remain in pipe for a minimum of 24 hours, if water temperature is less than 40°F, it shall remain in pipe a minimum of 48 hours.

Contractor will perform sampling and have an independent laboratory (certified by the Department of Natural Resources) perform bacteriological testing to certify that water is free of coliform bacteria. Supply Village of Black Creek with a copy of test results.

Contractor to perform pressure testing in accordance to the current Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, unless modified here. The duration of pressure test shall be two continuous hours with no visible leaks occurring and pressure during test period shall be sustained. Contractor will report the pressure testing results to the Village of Black Creek via a form provided to the contractor at the pre-construction meeting.

The costs associated with the removal of valve boxes shall be incidental to this pay item.

Notify the Village of Black Creek a minimum of 24 hours prior to turning off the water. Install with a minimum of service interruption.

Manipulation of existing valves required to construct work shall be performed by Village of Black Creek personnel only.

Notify all parties affected by any water service interruption at least 24 hours prior to the interruption. Contractor notification shall consist of city provided door hangers delivered by contractor.

D Measurement

The department will measure (size) Watermain PVC C-900 by the linear foot, acceptably completed. This measurement equals the distance along the centerline of the pipe laid without deductions for fittings and valves.

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E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.04
 8" Watermain PVC C-900
 LF

 SPV.0090.05
 10" Watermain PVC C-900
 LF

Payment is full compensation for de-watering (if necessary); excavating; furnishing and placing bedding material; laying and wrapping the pipe; furnishing, placing, compacting, and testing backfill; and for removing unsuitable trench material, existing watermain, and valve boxes.

30. Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 48X76-Inch, Item SPV.0090.07

A Description

This special provision describes furnishing and installing reinforced concrete storm sewer.

B Materials

Furnish materials conforming to standard spec 608.2.

C Construction

All construction methods shall conform to standard spec 608.3.

D Measurement

The department will measure Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 48X76-Inch by the linear foot acceptably completed and in accordance with the applicable portions of standard spec 608.4.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0090.08 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 48X76-Inch LF

The department will pay for Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 48X76-Inch as specified in standard spec 608.5.

31. Storm Sewer Pipe Reinforced Concrete Class V 72-Inch Special, Item SPV.0090.08; Culvert Pipe Reinforced Concrete Class V 60-Inch Special, Item SPV.0090.09; Removing Storm Sewer 48-Inch Special, Item SPV.0090.10.

A Description

This special provision describes furnishing and installing storm sewer and culverts and for special backfill and testing required for storm sewer and storm sewer removal trenches within the zone of influence of the railroad track crossing near Forest Street and for the entire culvert under the Newton Blackmour State Trail. Complete removals in accordance with Section 204, culvert work in accordance with Section 520, and storm sewer work in accordance with Section 608 of the Standard Specifications, as shown in the plans, and as hereinafter provided; or as directed by the engineer.

Provide and maintain a quality management program for the foundation and trench backfill. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of pipe foundation and trench backfill which meets all the requirements of this provision.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and references sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm

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B Materials

B.1. Culvert Pipe

Furnish reinforced concrete culvert pipe in accordance with 520.2.1. Furnish ties for all joints.

B.2 Storm Sewer Pipe

Furnish storm sewer pipe in accordance with 608.2.1. Furnish ties for all joints falling within 40 feet of the centerline of each railroad track crossing Forest Street.

B.3. Foundation and Trench Backfill

Furnish virgin material meeting the gradation requirements for 1 ¼-inch dense graded base course according to Section 305.2.2.1 for the foundation and trench backfill. Do not use material classified under Section 301.2.4.3 as concrete, reclaimed asphalt, reprocessed material or blended material-

C Construction

Use construction methods conforming to standard specification 520.3, 608.3 and as follows.

C.1 Foundation and Trench Backfill

Replace 608.3.2(2), 608.3.4.2(2), 520.3.2.1(5), and 520.3.4.1(1) with the following:

Place foundation and trench backfill in layers not more than 6 inches thick after compaction. Compact the entire length of each layer to 95% of the material target density. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction. The material target density will be identified using the maximum dry density as determined by WTM T180, Method D, with correction for coarse particles as determined by AASHTO T224; modified to require determination of Bulk Specific Gravity (G_m) in accordance with WTM T85, Bulk Specific Gravities determined in accordance with Standard Specification 106.3.4.2.2 for aggregate source approval may be utilized.

Base aggregate dense 1 1/4-inch will be accepted for compaction on a target density lot basis.

C.2 Quality Management Program

C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before beginning work. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
 - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 - 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
 - 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 - 4. Descriptions of stockpiling and hauling methods.
 - 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
 - 6. Location of the QC laboratory, retained sample storage, and other documentation.
 - 7. A summary of the locations and calculated quantities to be tested under this provision.

C.2.2 Personnel

(1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the Department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing.

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If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

C.2.3 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at:

http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm

- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods; conform to ASTM D 6938 and CMM 815 for wet density testing and gauge monitoring methods.
- (5) For the specified target density method compute dry densities for dense graded base, according to ASTM D 6938.
- (6) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted Direct Transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches; not to exceed the depth of the compacted layer being tested. Perform each test for 4 minutes of nuclear gauge count time.

C.2.4 Contractor Testing

- (1) Perform compaction testing on the dense graded base material. Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.3.2. Conform to CMM 815 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Do not test less than 1 ½ feet from the unsupported edge of the dense graded base layer.

C.2.4.1 Contractor Required Quality Control (QC) Testing

- (1) Conduct testing at a minimum frequency of one test per lot. A lot will consist of each layer with a minimum lift thickness of 2", of base aggregate dense 1 1/4-inch material placed, regardless of location of placement. Each lot of in-place, 1 1/4-inch base aggregate dense material will be accepted for compaction when the lot field density meets the required minimum 95.0% of target density, or for lots not achieving 95.0% of target density in accordance with C.3.6.
- Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective action in accordance with C.3.6. Deliver documentation of all compaction testing results to the engineer at the time of testing.

C.2.4.1.1 Target Density Determination Maximum Dry Density Methods

- (1) Perform one gradation and 5-point Proctor test before placement of 1 1/4-inch dense graded base.
- Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.
- (3) Split each contractor QC sample and identify it according to CMM 815 and 830. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

C.2.4.2 Optional Contractor Assurance (CA) Testing

- (1) CA Testing is optional and is conducted to further validate QC testing. The contractor may submit recorded CA data to provide additional information for the following:
 - 1. Process control decisions
 - 2. Troubleshooting possible sampling, splitting, or equipment problems.

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- 3. Limiting liability and/or corrective action limits as a result of QV or QC testing. These provisions do not supersede the department's rights under 107.16
- (2) CA testing used to limit liability and/or corrective action limits must conform to all the requirements of required contractor QC testing, with the exclusion of a required test frequency.

C.2.5 Department Testing

C.2.5.1 General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within 2 business days after the department obtains the sample.

C.2.5.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.3.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required gradation, density and proctor contractor tests.
- (3) The department will locate gradation, proctor and nuclear density test samples, at locations independent of the contractor's QC work, collecting one QV sample. The department will split each QV sample, test half for QV, and retain the remaining half for 7 calendar days.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions in accordance with C.3.6 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved.

C.2.5.3 Independent Assurance (IA)

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 - 1. Split sample testing.
 - 2. Proficiency sample testing.
 - 3. Witnessing sampling and testing.
 - 4. Test equipment calibration checks.
 - 5. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.3.5.4.

C.2.5.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve

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the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.2.6 Corrective Action

- (1) Lots not achieving 95.0% of target density may be addressed and accepted for compaction in accordance with the requirements of this section. Unless otherwise stated, the actions taken to address an unacceptable lot must be applied to the entire lot.
 - Passing CA test results in accordance with section C.3.4.2, will reduce the limits of lot investigations and/or corrective actions.
- (2) At no additional cost to the department, investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings in accordance with ASTM D 6938.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density and exhibiting no signs of deflection when subjected to loading by the heaviest equipment used in the placement and compaction operations; will be, at no additional cost to the department, compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (4) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density; shall receive contractor performed and documented corrective action; including additional density testing; at no additional cost to the department.
- (5) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until 95.0% of target density is achieved; or an alternate compaction acceptance criteria is met in accordance with this section.

D Measurement

The department will measure Storm Sewer Pipe Reinforced Concrete Class V 72-Inch Special, Culvert Pipe Reinforced Concrete Class V Special and Removing Storm Sewer 48-Inch Special by the linear foot acceptably completed, measured along the centerline of the pipe from end of pipe to end of pipe.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Storm Sewer Pipe Reinforced Concrete Class V 72-Inch Special	LF
SPV.0090.09	Culvert Pipe Reinforced Concrete Class V 60-Inch Special	LF
SPV.0090.10	Removing Storm Sewer 48-Inch Special	LF

Payment for Storm Sewer Pipe Reinforced Concrete Class V 72-Inch Special and Culvert Pipe Reinforced Concrete Class V Special is full compensation for providing pipe; for joint ties, seals, wraps, and couplers; for concrete collars not required under 520.3.1(5) or 608.3.3(10); for excavating, constructing the foundation, and backfilling; for foundation and trench backfill; for providing and removing sheeting and shoring; for associated dewatering and maintaining drainage; for cleaning out; for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program.

Payment for Removing Storm Sewer 48-Inch Special is full compensation for furnishing and removing and disposing of existing storm sewer including: performing all excavation, foundation and trench backfill along pipe and through manhole removal areas, performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program.

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32. PVC Storm Sewer 8-Inch, Item SPV.0090.11; PVC Storm Sewer 10-Inch, Item SPV.0090.12;

PVC Storm Sewer 18-Inch, Item SPV.0090.13

A Description

This special provision describes furnishing and installing PVC Storm Sewer.

B Materials

Use polyvinyl chloride drainage pipe conforming to AASHTO M278.

C Construction

All construction methods shall conform to standard spec 608.3.

D Measurement

The department will measure PVC Storm Sewer by the linear foot acceptably completed and in accordance with the applicable portions of standard spec 608.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	PVC Storm Sewer 8-Inch	LF
SPV.0090.12	PVC Storm Sewer 10-Inch	LF
SPV.0090.13	PVC Storm Sewer 18-Inch	LF

Payment is full compensation for furnishing and placing all materials, including caps, excavation, pipe bedding, and backfill.

33. Traffic Bond Limestone 3/8-Inch, Item SPV.0195.01.

A Description

This section describes constructing the surface of the trail with traffic bond limestone.

B Materials

Provide traffic bond limestone screenings conforming to the following gradation requirements:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
3/8 inch	100
No. 4	80-95
No. 40	65-86
No. 100	25-40
No. 200	8-25

C Construction

Construct traffic bond limestone conforming to section 305.3.

Two days after the limestone screenings have been placed or when the screenings are dry and firm, taper the edges of the limestone screenings using a roller or other method approved by the engineer. Compact and roll the edge of the limestone screenings to create a neat bevel.

D Measurement

The department will measure Traffic Bond Limestone 3/8-Inch by the ton acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Traffic Bond Limestone 3/8-Inch	TON

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Payment is full compensation for preparing the foundation; and for transporting, stockpiling, placing, shaping, compacting, and maintaining the limestone surface throughout construction.

34. Excavation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.02

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of contaminated soil. Contaminated soil shall be disposed of at a WDNR-licensed facility. The closest WDNR-licensed facility is:

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

Perform this work in accordance with section 205 of the standard specifications and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor - Contaminated Soil Locations

Testing for soil contamination has been completed within this project where excavation is required. Previous investigations indicate that petroleum contamination is present at the following location:

Station 685+40 to Station 685+60 from 30 to 80 feet left of reference line at 2 to 10 feet below ground surface.

Contaminated soil and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soil and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Contaminated soil at other locations shall be managed by the contractor under this contract. USTs will be removed by others.

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Dan Haak

TRC Environmental Corporation

Address: 999 Fourier Drive, Suite 101

Madison, WI 53717

Phone: 608-826-3628 (office), 608-886-7423 (mobile)

Fax: 608-826-3941

e-mail: <u>DHaak@trccompanies.com</u>

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 999 Fourier Drive, Suite 101, Madison, WI 53717

Fax: 608-826-3941
Contact: Dan Haak

Phone: 608-826-3628 (office), 608-886-7423 (mobile)

e-mail: DHaak@trccompanies.com

The role of the environmental consultant will be limited to:

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

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

Identify the WDNR-licensed disposal facility that will be used for disposal of contaminated soils and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the disposal facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated area. Perform excavation work in the contaminated area on a continuous basis until excavation work is completed. Do not pump or haul contaminated groundwater offsite without specific approval from the environmental consultant. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4 Protection of Groundwater Monitoring Wells

Groundwater monitoring wells may be present within the construction limits. Protect all groundwater monitoring wells to maintain their integrity. Adjust wells that do not conflict with utilities, structures, curb and gutter, etc.to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant for the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

A.5 Health and Safety Requirements for Workers Remediating Contamination

Supplement subsection 107.1 of the standard specifications with the following:

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products; polycyclic aromatic hydrocarbons; and metals. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

Disposal of contaminated soil at the bioremediation and/or disposal facility is subject to the facility's safety policies.

B (Vacant)

C Construction

Supplement subsection 205.3 of the standard specification with the following:

Control operations in the contaminated area to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite disposal. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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On the basis of the results of such field-screening, the material will be designated for disposal as follows:

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level contaminated material (PID readings less than 10 ppm and no observation of staining or petroleum odor, or based on existing analytical data) for reuse as fill within the construction limits as allowed, or
- Petroleum contaminated soil (significant petroleum odor, staining, and/or PID readings greater than 10 ppm) for off-site treatment and disposal at the WDNR-licensed bioremediation facility, or
- Contaminated soil (based on the presence of industrial fill or existing analytical data) for off-site disposal at the WDNR-licensed disposal facility, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Directly load and haul soil designated by the environmental consultant for offsite disposal to the WDNR-licensed facility. Verify that vehicles used to transport contaminated material are licensed for such activity in accordance with applicable state and federal regulations. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils so as not to contain free liquids.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer.

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated location.

Control operations in the contaminated location to minimize the quantity of contaminated water managed. Minimize the amount of open trenches, and construct diversion berms and implement other controls to minimize the infiltration of surface water into excavations in areas of known contamination. Maintain surface water controls until construction of utilities in the area of contamination is complete. Allow contaminated water encountered, but not requiring removal as a standard course of construction, to remain in-place and do not manage in accordance with this special provision.

If surface water infiltrates excavations and dewatering is required, water may be discharged to the surface if the water meets the requirements of the project dewatering permit and the applicable requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) for contaminated groundwater from remedial action operations. This includes, but is not limited to, pretreatment of water in order to meet WPDES discharge requirements. Perform all necessary monitoring to document compliance with WPDES requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with WPDES requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment, and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

The environmental consultant may periodically evaluate water removed from the contaminated locations. Assist the environmental consultant in collecting water samples.

Water generated from dewatering activities within the contaminated locations may exceed the surface water discharge limits for compounds specified in the Wisconsin DNR's "General Permit to Discharge

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under the Wisconsin Pollutant Discharge Elimination System" for "Contaminated Groundwater from Remedial Action Operations" (WPDES Permit No. WI-0046566-5), Table 3.1.

If dewatering of groundwater is required in the contaminated location, water shall be either containerized for disposal, treated, and discharged to surface, or upon approval of the municipality, discharged to the sanitary sewer. Pump contaminated water that exceeds surface water discharge limits, as determined by the environmental consultant, into either temporary holding tanks, a treatment system provided by the contractor, or upon approval of the municipality, discharged to the sanitary sewer, as necessary to complete construction. The contractor will coordinate holding tank mobilizations, waste characterization sampling of accumulated water, and transportation/disposal of contaminated water. The cost for holding tank mobilization, transportation, and contaminated water disposal shall be paid by the contractor. Management of contaminated groundwater shall be incidental to this item.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Contaminated Soil in tons of contaminated soil accepted by the disposal facility as documented by weight tickets generated by the facility. Load tickets must be delivered to the engineer within 10 business days of the date on which the soil was accepted by the facility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.02	Excavation, Hauling, and Disposal of Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation and/or disposal of contaminated soil; tipping fees; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; dewatering of soils prior to transport, if necessary.

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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).
- (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	
Expansion joint filler	415.2.3
Asphaltic materials	455.2

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st 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 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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS 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. 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://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf
 - For AWP CRL: Contact AWP Support at 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, subrecipients 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 <u>88 FR 57750 (2 CFR part 184 and 200)</u> from the Office of Management and Budget: <u>Federal Register: Guidance for Grants and Agreements</u>) 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 <u>88 FR 57750 (2 CFR part 184 and 200)</u> and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

<u>88 FR 55817 (DOT-OST-2022-0124)</u> 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 project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

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

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

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

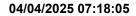
Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

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

https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx

¹ 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 assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. 2 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).







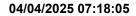
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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	12.000 STA	·	<u>-</u>
0004	201.0215 Grubbing	1.200 ACRE	<u> </u>	<u> </u>
0006	204.0100 Removing Concrete Pavement	148.000 SY		
8000	204.0110 Removing Asphaltic Surface	1,880.000 SY		·
0010	204.0150 Removing Curb & Gutter	990.000 LF		·
0012	204.0155 Removing Concrete Sidewalk	170.000 SY		
0014	204.0170 Removing Fence	22.000 LF	<u> </u>	·
0016	204.0210 Removing Manholes	8.000 EACH		
0018	204.0220 Removing Inlets	3.000 EACH		·
0020	204.0245 Removing Storm Sewer (size) 01. 18-Inch	333.000 LF	·	
0022	204.0245 Removing Storm Sewer (size) 02. 24- Inch	670.000 LF	·	<u>-</u>
0024	204.0245 Removing Storm Sewer (size) 03. 48-Inch	1,176.000 LF		
0026	204.0245 Removing Storm Sewer (size) 05. 60-Inch	8.000 LF	·	
0028	204.0245 Removing Storm Sewer (size) 06. 38x60-Inch	24.000 LF	·	
0030	204.0250 Abandoning Manholes	3.000 EACH	·	







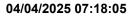
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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	205.0100 Excavation Common	1,000.000 CY	·	
0034	209.2100 Backfill Granular Grade 2	64.000 CY	·	
0036	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 6240-31-71	1.000 EACH	<u></u>	
0038	213.0100 Finishing Roadway (project) 01. 6240- 31-71	1.000 EACH		<u> </u>
0040	305.0110 Base Aggregate Dense 3/4-Inch	42.000 TON		·
0042	305.0120 Base Aggregate Dense 1 1/4-Inch	1,560.000 TON		
0044	416.0610 Drilled Tie Bars	34.000 EACH		
0046	455.0605 Tack Coat	120.000 GAL		
0048	465.0105 Asphaltic Surface	362.000 TON		
0050	465.0120 Asphaltic Surface Driveways and Field Entrances	100.000 TON		·
0052	520.8000 Concrete Collars for Pipe	2.000 EACH		·
0054	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH		·
0056	522.1060 Apron Endwalls for Culvert Pipe Reinforced Concrete 60-Inch	2.000 EACH		·
0058	522.1084 Apron Endwalls for Culvert Pipe Reinforced Concrete 84-Inch	1.000 EACH	.	·







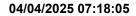
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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	601.0411 Concrete Curb & Gutter 30-Inch Type D	770.000 LF	<u> </u>	
0062	602.0405 Concrete Sidewalk 4-Inch	1,570.000 SF	·	<u></u>
0064	602.0415 Concrete Sidewalk 6-Inch	85.000 SF		·
0066	602.0505 Curb Ramp Detectable Warning Field Yellow	30.000 SF	·	·
0068	602.0810 Concrete Driveway 6-Inch	141.000 SY	<u> </u>	
0070	606.0200 Riprap Medium	257.000 CY		·
0072	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	32.000 LF	·	
0074	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	30.000 LF		·
0076	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	271.000 LF		·
0078	608.0360 Storm Sewer Pipe Reinforced Concrete Class III 60-Inch	293.000 LF	·	·
0080	608.0372 Storm Sewer Pipe Reinforced Concrete Class III 72-Inch	955.000 LF		
0082	608.0384 Storm Sewer Pipe Reinforced Concrete Class III 84-Inch	155.000 LF	·	·
0084	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	35.000 LF	·	
0086	608.0460 Storm Sewer Pipe Reinforced Concrete Class IV 60-Inch	202.000 LF		<u> </u>







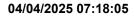
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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
;	608.0572 Storm Sewer Pipe Reinforced Concrete Class V 72-Inch	83.000 LF		
; !	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	331.000 LF		·
	608.3612 Storm Sewer Pipe Class III-B 12-Inch	15.000 LF		
	608.3630 Storm Sewer Pipe Class III-B 30-Inch	152.000 LF		
	608.3636 Storm Sewer Pipe Class III-B 36-Inch	191.000 LF		
	611.0420 Reconstructing Manholes	1.000 EACH		
	611.0530 Manhole Covers Type J	8.000 EACH		
	611.0624 Inlet Covers Type H	6.000 EACH		
	611.1005 Catch Basins 5-FT Diameter	3.000 EACH		
	611.1006 Catch Basins 6-FT Diameter	1.000 EACH		
	611.2003 Manholes 3-FT Diameter	1.000 EACH		
	611.2005 Manholes 5-FT Diameter	1.000 EACH		·
	611.2008 Manholes 8-FT Diameter	1.000 EACH		
	611.3004 Inlets 4-FT Diameter	1.000 EACH	·	
	611.3230 Inlets 2x3-FT	2.000 EACH		







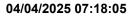
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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	611.9710 Salvaged Inlet Covers	1.000 EACH		
0120	612.0204 Pipe Underdrain Unperforated 4-Inch	25.000 LF		
0122	612.0902.S Insulation Board Polystyrene (inch) 01. 2-Inch	7.000 SY	·	·
0124	618.0100 Maintenance and Repair of Haul Roads (project) 01. 6240-31-71	1.000 EACH		.
0126	619.1000 Mobilization	1.000 EACH	<u> </u>	
0128	624.0100 Water	16.000 MGAL		
0130	625.0100 Topsoil	6,730.000 SY	<u></u>	
0132	628.1504 Silt Fence	1,200.000 LF		
0134	628.1520 Silt Fence Maintenance	1,200.000 LF		
0136	628.1905 Mobilizations Erosion Control	2.000 EACH		
0138	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH		
0140	628.2006 Erosion Mat Urban Class I Type A	6,710.000 SY		
0142	628.2027 Erosion Mat Class II Type C	25.000 SY		
0144	628.7010 Inlet Protection Type B	4.000 EACH		
0146	628.7015 Inlet Protection Type C	16.000 EACH	<u> </u>	







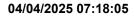
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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	628.7504 Temporary Ditch Checks	35.000 LF		<u> </u>
0150	628.7555 Culvert Pipe Checks	66.000 EACH	,	·
0152	628.7570 Rock Bags	25.000 EACH		
0154	629.0210 Fertilizer Type B	5.000 CWT		·
0156	630.0110 Seeding Mixture No. 10	2.000 LB		
0158	630.0140 Seeding Mixture No. 40	270.000 LB		
0160	630.0500 Seed Water	3.000 MGAL		
0162	638.2102 Moving Signs Type II	2.000 EACH		
0164	638.4000 Moving Small Sign Supports	2.000 EACH		
0166	642.5001 Field Office Type B	1.000 EACH		
0168	643.0300 Traffic Control Drums	1,140.000 DAY		
0170	643.0420 Traffic Control Barricades Type III	274.000 DAY		
0172	643.0705 Traffic Control Warning Lights Type A	1,490.000 DAY		
0174	643.0715 Traffic Control Warning Lights Type C	96.000 DAY		
0176	643.0900 Traffic Control Signs	457.000 DAY		
0178	643.1000 Traffic Control Signs Fixed Message	78.000 SF		







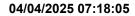
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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	643.3150 Temporary Marking Line Removable Tape 4-Inch	108.000 LF	·	·
0182	643.5000 Traffic Control	1.000 EACH	·	
0184	644.1440 Temporary Pedestrian Surface Matting	220.000 SF		
0186	644.1601 Temporary Pedestrian Curb Ramp	21.000 DAY		
0188	644.1605 Temporary Pedestrian Detectable Warning Field	30.000 SF	·	·
0190	644.1810 Temporary Pedestrian Barricade	80.000 LF	·	·
0192	645.0120 Geotextile Type HR	513.000 SY	·	
0194	646.7405 Marking Crosswalk Paint Transverse Line 6-Inch	73.000 LF	·	·
0196	646.9000 Marking Removal Line 4-Inch	60.000 LF	·	·
0198	650.4000 Construction Staking Storm Sewer	18.000 EACH		
0200	650.5500 Construction Staking Curb Gutter and Curb & Gutter	990.000 LF		·
0202	650.6000 Construction Staking Pipe Culverts	1.000 EACH		<u> </u>
0204	650.9000 Construction Staking Curb Ramps	3.000 EACH		<u> </u>
0206	650.9911 Construction Staking Supplemental Control (project) 01. 6240-31-71	1.000 EACH		·
0208	690.0150 Sawing Asphalt	1,435.000 LF		







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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0210	690.0250 Sawing Concrete	222.000 LF	<u> </u>	·
0212	SPV.0035 Special 01. Trench Backfill	250.000 CY	<u> </u>	·
0214	SPV.0060 Special 01. Manholes 7x7-FT	1.000 EACH	<u> </u>	
0216	SPV.0060 Special 02. Manholes 8x8-FT	6.000 EACH		<u></u>
0218	SPV.0060 Special 03. Manholes 9x9-FT	1.000 EACH	<u> </u>	
0220	SPV.0060 Special 04. 8" Gate Valve & Box	1.000 EACH		<u></u>
0222	SPV.0060 Special 05. 10" Gate Valve & Box	2.000 EACH	<u> </u>	
0224	SPV.0060 Special 06. Watermain Offset PVC C-900	1.000 EACH	<u> </u>	
0226	SPV.0060 Special 07. 8" Watermain Tie In, Station 100+74	1.000 EACH	·	·
0228	SPV.0060 Special 08. 10" Watermain Tie In, Station 101+27	1.000 EACH	·	
0230	SPV.0060 Special 09. 10" Watermain Tie In, Station 200+47	1.000 EACH	<u> </u>	·
0232	SPV.0060 Special 11. Beehive Casting	3.000 EACH	<u></u>	
0234	SPV.0060 Special 12. Utility Line Opening	1.000 EACH	<u> </u>	
0236	SPV.0090 Special 01. Concrete Curb and Gutter 24-Inch Type D Special	220.000 LF		
0238	SPV.0090 Special 02. PVC Storm Lateral 4-Inch	67.000 LF		







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Federal ID(s): N/A

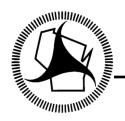
SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	SPV.0090 Special 03. PVC Storm Lateral 6-Inch	18.000 LF		<u></u>
0242	SPV.0090 Special 04. 8" Watermain PVC C-900	34.000 LF	·	
0244	SPV.0090 Special 05. 10" Watermain PVC C-900	40.000 LF		
0246	SPV.0090 Special 07. Storm Sewer Pipe Reinforced Concrete Class HE-IV 48x76- Inch	292.000 LF	·	
0248	SPV.0090 Special 08. Storm Sewer Pipe Reinforced Concrete Class V 72-Inch Special	100.000 LF	<u>-</u>	.
0250	SPV.0090 Special 09. Culvert Pipe Reinforced Concrete Class V 60-Inch Special	72.000 LF	<u></u>	·
0252	SPV.0090 Special 10. Removing Storm Sewer 48- Inch Special	145.000 LF		·
0254	SPV.0090 Special 11. PVC Storm Sewer 8-Inch	15.000 LF	·	
0256	SPV.0090 Special 12. PVC Storm Sewer 10-Inch	12.000 LF	·	<u> </u>
0258	SPV.0090 Special 13. PVC Storm Sewer 18-Inch	11.000 LF		
0260	SPV.0195 Special 01. Traffic Bond Limestone 3/8- Inch	13.000 TON	· _	·
0262	SPV.0195 Special 02. Excavating, Hauling, Disposal of Contaminated Soil	50.000 TON		
	Section: 000)1	Total:	

Total Bid:

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

April 29, 2025

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

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

NOTICE TO ALL CONTRACTORS:

Proposal #23: 6240-31-71

V Black Creek, STH 47 Storm Sewer Improvement

STH 47

Outagamie County

Letting of May 13, 2025

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

Other

Revise the Contract Completion Time from 40 working days to 60 working days (an increase of 20 working days).

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