

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
DT1502 10/2010 s.66.29(7) Wis. Stats.

Proposal Number:

1 Ø

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Racine	1030-24-81		N-S Freeway STH 11 Interchange Access Road Reconstruction	IH 94

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, \$ 20,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 12, 2013 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time Fifteen (15) Working Days	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Removals, grading, base aggregate, HMA pavement, culverts, erosion control, permanent signing, traffic control, pavement markings, restoration and incidental items.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

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 <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm>. 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 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com 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 <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm> or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 1. Have a properly executed annual bid bond on file with the department.
 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in **102.6** and **102.9** of the standard specifications, submit the proposal on the internet as follows:

1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm>. Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

FEBRUARY 1999

LIST OF SUBCONTRACTORS

Section 66.29(7), Wisconsin Statutes, provides that a bidder, as a part of his proposal, shall submit a list of the subcontractors he proposes to contract with and the class of work to be performed by each, provided that to qualify for such listing each subcontractor must first submit his bid in writing to the general contractor at least 48 hours prior to the time of bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from a proposal.

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DECEMBER 2000

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

Instructions for Certification

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

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1030-24-81, IH 94 N-S Freeway, STH 11 Interchange, Access Road Reconstruction, located in Racine, 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, 2013 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 (20120615)

2. Scope of Work.

The work under this contract shall consist of removals, grading, base aggregate, HMA pavement, culverts, erosion control, permanent signing, traffic control, pavement markings, restoration and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

Provide the time frame for construction of the project within the 2013 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.

Provide an individual that shall serve as the contractor's sole point of contact for field utility coordination and communication for the duration of the project.

A Schedule of Operations

The department anticipates that the schedule shall be as follows below, unless modifications are approved in writing by the engineer.

All adjacent roadways, including 58th Road shall remain open throughout this contract. Do not impact IH 94 Mainline traffic by the work in this contract.

Access for ingress and egress of the project work area shall be from 58th Road.

Work is required adjacent to 58th Road to construct the new intersection of the Access Road and 58th Road. Use traffic control signs, drums, flaggers, and other devices as necessary to direct traffic and protect the work site operations.

Stage 1:

- All Access Road work on Project 1030-24-81

Construct the Access Road and all incidental construction as shown in the plans. Provide gaps in the work zone as needed to maintain access to the properties on the Access Road.

B Definitions

The following definitions shall apply to this contract:

Lane:

A lane is defined as 11-feet wide unless otherwise shown on the plans.

Local Street:

Traveled lanes of 58th Road, the East and West Frontage Roads, and the Access Road.

Closure:

Closure is disruption of the flow of traffic in a basic lane or ramp, including any obstruction and erection/removal of lane closure traffic control.

Short Term Closure:

A roadway closure that is a maximum of 3 calendar days

C Work Restrictions

Comply with all local ordinances that apply to work operations, including those pertaining to working during nighttime work hours. Any ordinance variance issued by the municipality or required permits shall be furnished to the engineer, by the contractor, in writing three working days before performing such work.

Park equipment and store material only at work sites approved by the engineer.

Maintain access to all commercial and private properties along the Access Road at all times unless otherwise noted in the plan and except during construction of the driveways. During

driveway construction, do not close any residential driveway approach or remove from service without providing five days notice to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. Provide access to all commercial properties at all times. Replace driveways as expeditiously as possible to minimize the inconvenience to the occupants whose driveway has been removed or closed.

4. Traffic.

General

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

Utilize flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Use drums and barricades to direct vehicular and pedestrian traffic in the work zone and to protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, and hydrants.

Coordinate traffic requirements under this contract with other adjacent and concurrent Department of Transportation or local municipality projects. Implement and coordinate with other contractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

Emergency Vehicle Access

Maintain emergency vehicular access at all times to all through roadways located along the West Frontage Road, East Frontage Road, 58th Road and the access road.

Local Vehicle Access

Maintain local vehicular access at all times to all driveways located along the Access Road unless otherwise noted in the plans. Construct driveway approaches to commercial businesses in stages or provide temporary access such that access to commercial property is provided at all times during the life of the project. Temporary access may be constructed with base course at the contract unit price for Base Aggregate Dense 1¼-inch Special. Maintain at least one access to businesses at all times.

Contractor Coordination

Hold weekly scheduling meetings to discuss the near term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three week schedule identifying the previous week worked and a two week “look ahead”. Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities to be performed and identifying issues requiring engineering action or input. Submit plans for all traffic control for review by the engineer and approval a minimum of one week prior to implementation.

Advanced Notification

Provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

Local Street openings/closings	7 calendar days
Project Start	14 calendar days

Notify the engineer and WisDOT Statewide Traffic Operations Center, (414) 227-2142, if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Staging

Perform construction operations on the Access Road in a single stage as shown in the traffic control/construction staging plan and in the Prosecution and Progress article. The requirements for closing and keeping roadways open in the stages are:

Stage 1: Close the Access Road. Provide access at all times to businesses located on the Access Road. A shoulder closure along 58th Road will be required throughout the duration of the project.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying 58th Road 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 periods:

- From noon Friday, May 24, 2013 to 6:00 AM Tuesday, May 28, 2013 for Memorial Day;
- From noon Wednesday, July 3, 2013 to 6:00 AM Friday, July 5, 2013 for Independence Day;
- From noon Friday, August 30, 2013 to 6:00 AM Tuesday, September 3, 2013 for Labor Day;
- From noon Wednesday, November 27, 2013 to 6:00 AM Monday, December 2, 2013 for Thanksgiving.

107-005 (20050502)

6. Utilities.

This contract comes under the provisions of Administrative Rule TRANS 220.

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact WisDOT SE Freeways Utility Coordinator Maria Rojas at (414) 750-4362 for further information.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Contact utility companies listed in the plans prior to preparing bids to obtain current information on existing utility locations and the status of any new utility relocation work.

There may be abandoned utility facilities within the project limits. If a conflict with an abandoned utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the projects are as follows:

AT&T Wisconsin has existing underground communication facilities within the project limits in the following locations:

- An underground communications line running east-west along the south side of 58th Road throughout the project limits. AT&T Wisconsin will lower this line in place at Station 51+75, 27' RT prior to construction.
- An underground communications line beginning at a pole at Station 53+56, 26' RT and running northerly, crossing 58th Road at Station 53+56, to the north side of 58th Road where it turns and runs westerly to Station 52+80, 23' LT where it turns and runs northwesterly to beyond the northerly project limits. This line will remain in place without adjustment.

Contact Mike Toyek, (262) 636-0549 office, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

Time Warner Cable has existing overhead communication facilities within the project limits in the following locations:

- An overhead communications line on We Energies poles running east-west along the north side of 58th Road throughout the project limits. This line will remain in place without adjustment.

- An overhead communications line on We Energies poles beginning at a pole at Station 53+40, 24' LT and running southerly, crossing 58th Road at Station 53+33, and continues southerly along the east side of Access Road B to Station 74B+92, 37' LT where it turns and runs easterly to beyond the easterly project limits. Time Warner Cable will relocate portions of this line prior to construction.

Time Warner Cable will construct an overhead communications line on new We Energies poles beginning at a pole at Station 78B+99, 53' RT and running southerly to a pole at Station 73B+93 70' RT where it turns and runs easterly to beyond the easterly project limits prior to construction.

Contact Robert Detert, (414) 277-4280 office, of Time Warner Cable 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies – Electric has overhead electric facilities within the project limits in the following locations:

- An overhead electric line running east-west along the north side of 58th Road throughout the project limits. This line will remain in place without adjustment.
- An overhead electric line beginning at a pole at Station 53+40, 24' LT and running southerly, crossing 58th Road at Station 53+33, and continues southerly along the east side of Access Road B to Station 74B+92, 37' LT where it turns and runs easterly to beyond the easterly project limits. We Energies Electric will relocate portions of this line prior to construction.

We Energies – Electric will construct new poles with overhead electric wires in the project area at the following locations prior to construction:

- 73B+93 70' RT
- 76B+38, 53' RT
- 78B+99, 53' RT

Contact Joe Lampada, (262) 886-7046, of We Energies - Electric 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies – Gas has existing underground gas facilities within the project limits in the following locations:

- An underground gas main running east-west along the south side of STH 11 throughout the project limits. This line will remain in place without adjustment.
- An underground gas main beginning from beyond the westerly project limits running east along the south side of 58th Road to Station 52+90, 40' RT where it turns and runs northerly 52+90, 13' RT. From there it turns and runs easterly under the eastbound lanes of 58th Road to beyond the easterly project limits. This line will remain in place without adjustment.

- An underground gas main beginning along the south side of 58th Road at Station 52+90, 40' RT and running southerly along the east side of Access Road B, crossing Access Road B at Station 76B+41, and continues southerly, crossing STH 11 at Station 136+13, to connect into an existing main along the south side of STH 11. We Energies Gas will abandon portions of this line in place prior to construction.

We Energies - Gas will construct a new underground gas main from Station 136+23, 146' LT running northerly along the west side of Access Road B to Station 79B+62, 51' LT prior to construction.

Contact Chris Degraives, (262) 939-9814, of We Energies - Gas 7 days in advance to coordinate locations and any excavation near their facilities.

WisDOT has an existing Road Weather Information System (RWIS) Station within the project limits at Station 78B+95, 85' LT. This RWIS Station will remain in place without adjustment.

Contact Michael J. Adams, (608) 266-5004, of Weather Management Solutions 7 days in advance to coordinate locations and any excavation near their facilities.

Some of the work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Provide this notice 14 calendar days in advance of when you anticipate the prior work being completed and the site will be available to the utility. Follow-up with and provide 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.

Bidders are advised to contact each utility company listed in the plans prior to preparing their bids, to obtain current information on the status of existing and any new utility relocation work.

Utility companies will be performing utility work and adjustments within the limits and during the life of this project. The contractor shall cooperate and coordinate construction activities with these organizations.

If a conflict with abandoned utility facilities is encountered, contact the appropriate utility owner/representative for instructions on proper removal and disposal of said facility.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Railroad Fiber Optic Lines:**Soo Line Railroad Company Fiber Optic Lines**

Call "Diggers Hotline" and additionally contact the Canadian Pacific Railway "call before you dig" office at least three working days in advance of beginning work. Verify the locations of Canadian Pacific owned fiber optic and railway signal cables located on railway right-of-way. Call (888) 625-8702 between the hours of 6:00 AM to 6:00 PM, Mountain Time, Monday through Friday, except holidays referencing Railway Milepost 9.91 on the Waxdale Subdivision, Mt. Pleasant, Wisconsin. Calls will be routed at all times in the case of an emergency.

Known utilities on the projects are as follows:**1030-24-81**

AT&T Wisconsin has the following facilities in the project area:

On 58th Road there is an underground telephone cable from approximately Stations 37+25 RT to 60+00 RT. At approximately Station 53+80 RT-LT this underground cable splits and goes under 58th Road. It then veers west to the east right-of-way of IH 94 northbound and continues north.

AT&T Wisconsin will abandon the existing buried cable along the south side of 58th Road and install a new cable at 36" deep under Project 1030-24-74. AT&T Wisconsin will begin this work on October 1, 2012 and complete the work by April 1, 2013.

Contact Dean Herro, (414) 678-2644, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

Time Warner Cable has the following facilities in the project area:

Time Warner Cable is located on We Energies – Electric poles throughout the project.

Time Warner Cable will install new aerial cable on proposed new We Energies poles along the east right-of-way of Access Road "B". The existing overhead cables will be removed. Time Warner Cable will begin this work on January 1, 2013 and will take approximately 50 to 60 working days to complete.

Contact Jon Bourdo, (414) 430-6282, of Time Warner Cable 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies – Electric has the following facilities in the project area:

There are overhead crossings of 58th Road at approximately Stations 52+05, 53+40, 53+50 and 58+50. There is one overhead crossing of the access road at approximately Station 78+90B. There is an overhead line from the pole at approximately Station 78+95B RT to a pole located at approximately Station 76+40 RT, to a pole at approximately Station 74+95B LT and then a pole at approximately 74B+25 RT.

We Energies Electric will remove the existing poles and aerial cable and install new poles with aerial cable at Station 73B+93 70' RT, Station 76+38, 53' RT, and Station 78B+99,

53' RT. We Energies Electric will begin this work on October 1, 2012 and will complete the work by February 1, 2012.

Contact Joe Lampada, (262) 886-7046, with We Energies Electric 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies – Gas has the following facilities in the project area:

On 58th Road there is a gas main crossing at approximately Station 52+95. This gas main then crosses Access Road B at approximately Station 76B+40. A gas line also crosses Access Road B at approximately Station 79+70.

We Energies Gas will tie into the existing 8" steel main at Station 79B+65 52' LT and install a new main along the west side of the Access Road for 670'. The new main will tie into the existing 8" steel main at the proposed new right-of-way just north of the railroad tracks at Station 73B+89 195' LT. The existing 6" steel gas main that crosses under the Access Road will be abandoned. We Energies Gas will complete this work by Fall 2012.

Contact Brandon Erts, (414) 944-5767, of We Energies Gas 7 days in advance to coordinate locations and any excavation near their facilities.

WisDOT has the following facilities in the project area:

WisDOT has a Road Weather Information System (RWIS) station and underground electric on Access Road B from approximately Station 78B+75 LT to approximately Station 79B+20 LT. The existing RWIS will remain in use until the construction of STH 11, IH 94 mainline and ramps, Projects 1030-11-71 and 1030-11-72 (future projects constructed by others). No conflicts are anticipated under this project.

Utilities will ensure the electric service and telephone service to the RWIS station will be maintained when utility relocations are occurring for the Access Road. For more information on the RWIS, contact Michael J. Adams, Meteorologist, Weather Management Solutions LLC, P.O. Box 7986, Room 501, Madison, WI 53707, (608) 266-5004, michael.adams@dot.wi.gov.

7. Other Contracts.

Coordinate your work in accordance to standard spec 105.5.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

It is expected that routine maintenance by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

IH 94 N-S Freeway Frontage Road contract:

IDs 1030-11-70/74 – CTH K Interchange East and West Frontage Roads

IDs 1030-11-77/78 – STH 20 to CTH K East and West Frontage Roads

IDs 1030-25-77/78 – CTH K to CTH G East and West Frontage Roads

IH 94 N-S Freeway miscellaneous construction contracts:

ID 1030-24-76, STH 11 Interchange – Frontage Road Grading

ID 1030-24-80, CTH KR to STH 11 – Box Culvert Extension

8. Railroad Insurance and Coordination.**A Description**

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company, d/b/a Canadian Pacific Railway Company 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 Soo Line Railroad Company, d/b/a Canadian Pacific Railway Company.

Notify evidence of the required coverage, and duration to Canadian Pacific Railway Company at 501 Marquette Ave S, Suite 1510, Minneapolis, MN 55402, Attention Jim Krieger. Include the following information on the insurance document:

Project 1030-24-81

Route Name I-94 and STH 11 Interchange, Racine County

Waxdale Spur, Milepost 9.91

A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None

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

Contact Jim Krieger, Engineer – Public Works, Canadian Pacific Plaza, 120 South 6th Street, 9th Floor, Minneapolis, MN 55402, telephone (612) 904-5994, FAX (612) 904-6010, jim_krieger@cpr.ca, for consultation on railroad requirements during construction.

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

A.4 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks 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.

A.5 Train Operation

No train movement, railroad to take track out of service requiring no RR flagger during construction.

9. Environmental Protection and Erosion Control.

Supplement standard spec 107.18 with the following:

Take adequate precautions to install and maintain necessary erosion and sediment control during grading and construction operations at curbs and gutters, and at other locations as determined by the engineer. Protect storm drain inlets and manholes at locations determined by the engineer with a filter fabric or equivalent barrier meeting accepted design criteria, standards, and specifications.

If dewatering is required, pump the water removed into a settling basin before it is allowed to reenter the storm/combined sewer system. The cost of settling basin(s) construction will be paid for as erosion bales and geotextile fabric Type FF. Maintenance, operation and removal of temporary settling basin(s) will be incidental to the cost of constructing the settling basin(s). It will not be paid for separately. The design of settling basin(s) shall be approved by the engineer.

Do not store equipment or material in areas that are within 10 feet of wetlands or existing waterways.

Do not use fertilizer in areas that are within 20 feet of wetlands or existing waterways.

Place stockpiled spoil material on an upland site an adequate distance from the stream and any open water created by excavation. Install silt fence between the spoil pile and excavation site and between any disturbed area and the waterway. Seed and mulch, or sod all disturbed areas as designated in the plans as soon as possible following construction. Leave the silt fence in place until the seeded area has produced sufficient grass cover to stabilize the area and thereby reduce the danger of site erosion.

Store all containers (drums of concrete curing agents, petroleum storage tanks, pressurized gas cylinders, etc.) in secure locations to avoid an attractive nuisance and to prevent vandalism, spills, and unwanted dumping. If abandoned containers are found, notify Mike Thompson, DNR, (414) 263-8648 or the DNR Hotline (24hrs/day), (800) 943-0003 to report the incident.

Supplement standard spec 107.20 with the following:

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the pre-construction conference. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion.

Topsoil graded areas, as designated by the engineer, immediately after grading has been completed within those areas. Seed and mulch, and fertilize all topsoiled areas within 7 calendar days after placement of topsoil.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap.

Construct temporary sediment traps at locations that do not interfere with construction operations.

Replace standard spec 107.20(3) with the following:

Prepare and submit an Erosion Control Implementation Plan (ECIP) for the project, including borrow sites and material disposal sites, in accordance to Chapter TRANS 401 requirements. The ECIP shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan shall identify how the contractor intends to implement the project's erosion control plan. The erosion control plan shall include details for the methods of debris containment devices required, particularly during the removal of the old structures and construction of new structures.

10. 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 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
107-001 (20060512)

11. Available Documents.

The department desires to make all its information available to bidding contractors. The list of documents that are available for contractors' information includes but is not limited to:

- Design Study Report
- Exceptions to Standards Report
- Pavement Type Selection Report
- Preliminary Plans
- Environmental Assessment
- As-Built Drawings

These documents are available from Joshua LeVeque, PE at 141 NW Barstow Street, Waukesha, WI 53187. He may be reached at (414) 220-5444.

The contractor shall be responsible for reproduction costs of any copies requested.

12. Geotechnical Investigation Information.

Replace standard spec 102.5(3) 2 with the following:

Available information relative to subsurface exploration, borings, soundings, water levels, elevations or profiles are available for review at the department's Regions office. Contact Joshua LeVeque, 141 NW Barstow Street, Waukesha, WI 53187, (414) 220-5444.

Additional geotechnical information is available from studies and analyses that have been performed by Milwaukee Transportation Partners (MTP) for the Wisconsin Department of Transportation (WisDOT) for other aspects of this project. The contractors are responsible to review the available information to determine if it is of use to the contractors. The use or not of the geotechnical information does not relieve the contractor from performing the work in accordance to the plans and specifications.

13. Contractor Notification.

Replace standard spec 104.2.2.2(2) with the following:

If the contractor discovers the differing condition, provide a written notice, as specified in 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

Replace standard spec 104.3.2 and 104.3.3 with the following:

104.3.2 (Vacant)

104.3.3 Contractor Initial Written Notice

If required by standard spec 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:

1. A written description of the nature of the issue.
2. The time and date of discovering the problem or issue.
3. If appropriate, the location of the issue.

The contractor is encouraged to provide the additional information specified in standard spec 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

14. Contractor Document Submittals.

A Description

This special provision describes minimum contractor requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

B Contractor Submittals

Provide 4 paper originals and one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each paper original and email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved paper original to the contractor. The contractor may request additional return originals. Submit an additional original for each additional return original requested.

Submit electronic copies in Adobe Acrobat (.pdf) format via email to an account the engineer determines. If possible, translate original documents from their native format (e.g. Word, Excel, AutoCAD, etc.) using an Adobe Acrobat translation routine. Scan other documents to Adobe Acrobat format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

15. Payment Tracking.**A Reporting Payments during Construction**

Comply with reporting requirements specified in the department's civil rights and labor compliance management system manual.

Contractor shall report payments to all first tier relationships including subcontractors, suppliers, and trucking 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 subcontractors, suppliers, and trucking firms. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.

Require all first tier relationships including subcontractors, suppliers, and trucking firms in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1) and (2).

All agreements made by a contractor shall include the provisions in A(1) and (3), and shall be binding on all first tier relationships including subcontractors, suppliers, and trucking firms on the project.

B (Vacant)

C (Vacant)

D (Vacant)

E Payment

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

16. Labor Compliance Reporting – Payroll Requirements.

Submit weekly certified payrolls verifying prevailing wage rates for all work performed under the contract as directed in the civil rights and labor compliance management system manual. Submit weekly certified payrolls within 14 calendar days of the week covered by the weekly certified payroll.

17. Dust Control Implementation Plan.

A Description

Develop, update, and implement a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. This article also specifies contract bid items the contractor shall incorporate into their DCIP.

B (Vacant)

C Construction

C.1 General

The contractor is responsible for dust control on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. The contractor has direct responsibility for controlling dust at all times throughout the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate any land-disturbing activities without the department's approval of the DCIP.

C.2 Dust Control Implementation Plan Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

The DCIP shall include, but not be limited to, all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Include the following:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.

2. Individual contact persons and their respective areas of responsibility. Include the following:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
3. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and immediately adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where the contractor plans to employ various dust control or prevention strategies.
4. A matrix showing, for each anticipated land disturbing, dust generating activity, the following:
 - Preventive measures that will be employed.
 - The applicable contact person.
 - The contractor's timetable and/or surveillance measures used to determine when remediation is required.
 - The specific dust control and remediation measures that will be employed. List the specific contract bid items that will be used for payment. Also indicate costs that are incidental to the contract.
 - Both maintenance and cleanup schedules and procedures.
 - How excess and waste materials will be disposed of.
5. A description of how off-site impacts will be monitored and dealt with.

C.3 Updating the Dust Control Implementation Plan

Update the DCIP throughout the term of the contract as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for DCIP routine adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

C.4 Dust Control Deficiencies

Correct engineer identified dust control deficiencies within the time the engineer specifies. The engineer will allow from 30 minutes to 24 hours from the time the engineer notifies the contractor in writing of the deficiency. Deficiencies include, but are not limited to, actions or lack of actions resulting in excessive dust, failing to comply with the contractor's dust control implementation plan or associated special provisions, and failing to properly maintain equipment.

D Measurement

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specifications or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP shall include, but is not limited to, the contract bid items listed below:

623.0200	Dust Control Surface Treatment
624.0100	Water
628.7560	Tracking Pads
SPV.0105.090	Pavement Cleanup 1030-24-81

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

18. Project Site Air Quality.

Because fine particulate matter levels for Milwaukee, Racine and Kenosha Counties are typically close to PM_{2.5} limits and the project is in a non-attainment area for the federal 8-hour ozone standard, contributions from construction activities can have a major impact well beyond the project limits. Take practical measures to mitigate the impact of operating construction equipment on the air quality in and around the project site.

The department encourages the contractor to voluntarily establish staging zones for trucks waiting to load and unload. Locate staging zones where idling of diesel powered equipment will have minimal impact on abutting properties and the general public. The department will make signs available to the contractor to help identify these zones. Have truckers queue up in these zones whenever it is practical. The department further encourages drivers to shut down diesel trucks as soon as it appears likely that they will be queued up for more than ten minutes. Notify employees and sub-contractors about fueling and engine idling.



19. OCIP Information.

The Owner Controlled Insurance Program (OCIP)

The I-94 North/South Corridor project will be constructed under the umbrella of an Owner Controlled Insurance Program (OCIP). Contractor/Consultant participation in this Corridor Project is mandatory and requires enrollment into the OCIP. The OCIP requires submitted bids to exclude the cost of the OCIP provided coverage. Additional information regarding OCIP can be found at <http://roadwaystandards.dot.wi.gov/hcci/index.shtm>.

If you have any questions regarding the OCIP, including questions on if your company needs to be enrolled into the OCIP, please contact Kevin Gehrmann at (608) 235-0622.

20. Owner Controlled Insurance Program.

Section 107.26, “Standard Insurance Requirements” of the standard specifications is deleted in its entirety and the following section 107.26 is substituted thereof:

107.26 Standard Insurance Requirements

107.26(1)(a) Owner Controlled Insurance Program

1. **Overview.** The State of Wisconsin, Department of Transportation (“the WisDOT”) has arranged with Aon Risk Services Central, Inc., (the “OCIP administrator”) for this Project to be insured under its Owner Controlled Insurance Program (“OCIP”). The OCIP is more fully described in the I-94 North-South Corridor manual for the

Owner Controlled Insurance Program (the “Insurance Manual”) and the Safety and Health Plan Manual that are incorporated in this Special Provision and the Contract by this reference. Parties performing labor or services at the Project are eligible to enroll in the OCIP unless the party is an excluded party (as defined below). The OCIP will provide to enrolled parties(as defined below) Workers’ Compensation and Employer’s Liability insurance, Commercial General Liability insurance, and excess liability insurance as summarily described below in connection with the performance of the Work (“OCIP coverage’s”).

2. **Enrolled Parties and Their Insurance Obligations.** OCIP coverage applies only to Enrolled Parties. Enrolled Parties include the WisDOT and its employees, eligible Contractors and Subcontractors who enroll in the OCIP, and such other persons or entities that the WisDOT, in its sole discretion, may designate (each such party who is insured under the OCIP is collectively referred to as an “ Enrolled Party”). Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in 107.26(1)(a) 8 below.
3. **Excluded Parties and Their Insurance Obligations.** OCIP coverage’s do not apply to the following “Excluded Parties”:
 - a. Hazardous materials remediation, removal and/or transport companies;
 - b. Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project;
 - c. Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project site;
 - d. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.

Excluded Parties and parties no longer enrolled or covered by the OCIP shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in Section 107.26(1)(a) 8 below and in the Insurance Manual. Excluded Parties shall comply with all of the safety requirements pursuant to 107.26(1)(a) 16.

4. **OCIP Insurance Policies Establish OCIP coverage’s.** The OCIP coverage’s and exclusions summarized in this special provision and the other contract documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverage’s in this special provision or the Insurance Manual are not intended to be complete or to alter or amend any provision of the actual OCIP coverage’s. In the event any provision of this special provision, the Insurance Manual, the contract documents, or the summary below conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

- 5. Summary of OCIP Coverage's.** OCIP coverage's will apply only to those operations of each Enrolled Party performed at the Project site, as defined in the OCIP insurance policies, in connection with the Work and only to Enrolled Parties that are eligible for the OCIP. OCIP coverage's will not apply to Excluded Parties, even if erroneously enrolled in the OCIP. An Enrolled Party's operations away from the Project site, including product manufacturing, assembling, or otherwise, will only be insured if such "off-site" operations are identified, endorsed onto the OCIP policies, and are dedicated solely to the Project. Contractor may request such "off-site" operations to be insured in writing to WisDOT; however, OCIP coverage's will not insure "off-site" operations until the OCIP policies have been endorsed to insure such "off-site" location. The decision to insure "off-site" operations shall be determined by WisDOT and the OCIP insurer.

The OCIP coverage's are primary insurance for all on-site operations of eligible and Enrolled Parties. The OCIP will provide only the following insurance to eligible and Enrolled Parties:

Summary Only

- a. Workers' Compensation insurance - Statutory Limit including Jones Act and USL&H coverage, as applicable.
- b. Employer's Liability insurance
 - i. Bodily Injury by Accident, each accident \$1,000,000
 - ii. Bodily Injury by Disease, each employee \$1,000,000
 - iii. Bodily Injury by Disease, policy limits \$1,000,000
- c. Commercial General Liability (ISO Occurrence Form – Limits Shared By All Insureds)
 - i. Each Occurrence Limit \$2,000,000 (Annual Limit)
 - ii. General Aggregate Limit for all Enrolled Parties \$4,000,000 (Annual Limit)
 - iii. 10 yr. Products and Completed Operations Extension
 - iv. Products and Completed Operations Aggregate for all Enrolled Parties \$4,000,000 (Single Limit Applies to Entire Products and Completed Operations Extension)
- d. The OCIP Commercial General Liability policy will not provide coverage for any claim that could be covered under a property policy or Builder's Risk policy.
- e. Excess Liability insurance (over Employer's Liability and General Liability – Limits Shared By All Insureds)
 - Each Occurrence Limit \$150,000,000
 - Aggregate \$150,000,000 (Annual Limit)
 - \$150,000,000 Products and Completed Operations Aggregate Limit (Single Limit Applies to Entire Products and Completed Operations Extension).

6. The WisDOT's Insurance Obligations. The WisDOT will pay the costs of premiums for the OCIP coverage's. The WisDOT will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Each Contractor and each of its Subcontractors hereby assign to the WisDOT the right to receive all such adjustments. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies. The WisDOT's furnishing of OCIP coverage's will in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its Subcontractors of any responsibility, liability, or obligation imposed by the contract documents, the OCIP insurance policies, or by law, including without limitation any indemnification obligations which Contractor or any of its Subcontractors has to the WisDOT there under. The WisDOT reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the contract documents.

7. Contractor's OCIP Obligations. Contractor shall:

- a. Incorporate the terms of this special provision in all subcontract agreements.
- b. Enroll in the OCIP within five (5) business days of execution of the contract and maintain enrollment in the OCIP, and assure that Contractor's eligible Subcontractors enroll in the OCIP and maintain enrollment in the OCIP within five (5) business days of subcontracting and prior to the commencement of their Work at the Project site.
- c. Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- d. Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the WisDOT to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.
- e. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the WisDOT and the OCIP administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP insurer") and that the WisDOT is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage's that Contractor or any Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall

be Contractor's or its Subcontractor's sole responsibility and expense and shall not be billed to the WisDOT.

- f. Cooperate fully with the OCIP administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.
- g. Provide, within five (5) business days of the WisDOT's or the OCIP administrator's request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage's, declaration pages of coverage's, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or such other data or information as the WisDOT, the OCIP administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual.
- h. Pay to the WisDOT's designee within five (5) days of written notification, a sum of up to \$ 10,000 of each claim, including court costs, attorneys fees and costs of defense for property damage to the extent losses are insured under the OCIP Commercial General Liability policy for those losses that are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible ("contractor General Liability obligation"). The contractor General Liability obligation will not be insured by the OCIP Coverage's.

8. Additional Insurance Required From Enrolled Parties and Excluded Parties.

Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section 107.26(1)(a) 8 in a form and from insurance companies reasonably acceptable to the WisDOT. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section 107.26(1)(a) 8 shall conform to the WisDOT's requirements outlined in the Insurance Manual and be written by companies authorized to do business in the state of Wisconsin, and Illinois if applicable, with an AM Best rating of A- or better. Contractor shall provide certificates of insurance coverage to the WisDOT as required below and by the Insurance Manual. As to eligible and Enrolled Parties, the Workers' Compensation, Employer's Liability, and Commercial General Liability insurance required by this section shall only be for off-site activities or operations not insured under the OCIP coverage's. The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

TYPE OF INSURANCE MINIMUM LIMITS REQUIRED

- 1. Commercial General Liability insurance shall be endorsed to include blanket contractual liability coverage.
 - a. \$2 Million Combined single limits per occurrence with an annual aggregate limit of not less than \$4 Million.

- b. The OCIP Coverage's shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, Commercial General Liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the WisDOT at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project site or away from the Project site.
 - c. Commercial General Liability insurance shall be maintained in force for two (2) years following completion and the WisDOT's acceptance of the work.
- 2. Workers' Compensation and Employer's Liability insurance.
 - a. Workers' Compensation limits: statutory limits
 - b. Employer's Liability limits:
 - i. Bodily injury by accident: \$100,000 each accident
 - ii. Bodily injury by disease: \$500,000 policy limit
 - iii. Bodily injury by disease: \$100,000 each employee
- 3. Commercial automobile liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:
 - a. No Trucking or Hauling: \$1,000,000 Each Accident
 - b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident
 - c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.
- 4. For any work over water, whether deemed navigatable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.
- 5. Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the WisDOT.

Contractor's failure to procure or maintain the insurance required by this 107.26(1)(a)8 and to assure all its Subcontractors of every tier maintain the required insurance during the entire term of the contract shall constitute a material breach of this contract under which the WisDOT may immediately suspend or terminate this contract or, at its discretion, procure or renew such insurance to protect the WisDOT's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Contractor.

Contractor shall provide the WisDOT with certificates of insurance as evidence that required coverage's for insurance detailed in this section are in force. The bidder shall provide certificates of insurance in their pre-qualification statement as specified in 102.1.

Contractor shall notify the WisDOT at least 60 calendar days before a cancellation or material change in coverage and only obtain coverage from insurance companies licensed to do business in the state that have an AM Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The WisDOT will make no additional or special payment for providing insurance.

The above insurance requirements shall apply with equal force whether the Contractor or a Subcontractor, or anyone directly or indirectly employed by either, performs the work under the Project.

9. Contractor Representations and Warranties to the WisDOT. Contractor represents and warrants to the WisDOT or behalf of itself and its Subcontractors:

- a. That all information it submits to the WisDOT or the OCIP administrator shall be accurate and complete.
- b. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the WisDOT's office. Any reference or summary in the contract, this special provision, the Insurance Manual, or elsewhere in any other contract document as to amount, nature, type or extent of OCIP coverage's and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverage's in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP coverage's and/or its potential applicability to any potential claim or loss.
- c. That the costs of OCIP coverage's were not included in Contractor's bid or proposal for the Work, the contract price, and will not be included in any change order, change modification, or any request for payment for the Work or extra work. The "costs of OCIP coverage's" is defined as the dollar amount of premiums, costs and fees the Contractor and its Subcontractors would have paid its insurance carrier to insure the operations and exposures which are being insured under the OCIP.
- d. That Contractor acknowledges that the WisDOT will not pay or compensate Contractor or any Subcontractor, in any manner, for costs of OCIP coverage's or for "insurance costs" except as specifically required to be maintained by Contractor by the terms of this special provision.

10. Audits. Contractor agrees that the WisDOT, the OCIP administrator, and/or any OCIP insurer may audit Contractor's or any of its Subcontractor's Project payroll records, books and records, insurance coverage's, insurance cost information, or any

other information that Contractor provides to the WisDOT, the OCIP administrator, or the OCIP insurers to confirm their accuracy and to assure that costs of OCIP coverage's are not included in any payment for the work.

- 11. The WisDOT's Election to Modify or Discontinue OCIP.** The WisDOT may, for any reason, modify the OCIP coverage's, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the WisDOT in such notice, shall obtain and thereafter maintain at the WisDOT's expense, Contractor maintained coverages (or a portion thereof as specified by the WisDOT) of the OCIP coverage's. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the WisDOT's approval.
- 12. Withhold of Payments.** The WisDOT may withhold from any payment owing to Contractor the costs of OCIP coverage's if included in a request for payment. In the event the WisDOT audit of Contractor's records and information as permitted in the Contract, this special provision, or other contract documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the contract documents to be provided by Contractor to the WisDOT, or to the OCIP administrator, or reveals the inclusion of costs of OCIP coverage's in any payment for the work, the WisDOT will have the right to full deduction from the Contract Price of all such costs of OCIP coverage's and all audit costs. Audit costs will include but not be limited to the fees of the OCIP administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions of this special provision or the requirements of the Insurance Manual, the WisDOT may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this special provision. Such withholding by the WisDOT will not be deemed to be a default hereunder.
- 13. Waiver of Subrogation.** Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, it's or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the WisDOT in connection with the planning, development and construction of the Project. Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor together with the same parties referenced immediately above in this section. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty

of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

- 14. Duty of Care.** Nothing contained in this special provision or the Insurance Manual shall relieve the Contractor or any of its Subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the work and to complete the work in strict compliance with the contract documents.
- 15. Conflicts.** In the event of a conflict, the provisions of this special provision shall govern, then the provisions of the contract and its other related contract documents, then the provisions of the Insurance Manual.
- 16. Safety.** Contractor shall be solely responsible for safety on the Project and safety relating to the Work. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the WisDOT for the Project, including the Project Safety and Health Plan Manual.

107.26(1)(b) Builder's Risk

- 1. Overview.** The WisDOT will purchase a builder's risk insurance policy covering the Work, excluding road work at grade level, for "all risk" perils, including earthquake and flood, covering the interests of the WisDOT, Contractors and Subcontractors with a limit of \$350,000,000 each occurrence.
- 2. Coverage's.** The builder's risk insurance coverage will contain a sub-limit of \$100,000,000 per annum aggregate for earthquake and flood coverage. Additionally, the builder's risk insurance coverage contains the following sub-limits:

Inland Transit/Temporary Storage – \$10,000,000;
Blueprints/Drawings - \$1,000,000;
Trees, Shrubs - \$250,000 (not to exceed \$5,000 any one item);
Debris Removal – 25% of Loss;
Expediting Expense – \$500,000;
Fire Fighting Expense – \$2,500,000;
Claim Preparation Expense - \$250,000;
Pollution Cleanup – \$1,000,000;
Mold/Fungus: \$50,000;
Building Ordinance or Law –\$5,000,000 (Coverages, A, B and C, Combined);
Service Interruption: \$1,000,000 (excluding Overhead T&D Lines);
Damage to Owner's Existing Structures – \$5,000,000.

- 3. Builder's Risk Obligation.** Contractor shall pay to the WisDOT's designee within five (5) days written notice a maximum of up to twenty-five thousand dollars (\$25,000.00) for each loss payable under the Builder's Risk Policy attributable to

Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible ("builder's risk obligation").

4. **Waiver of Subrogation.** The builder's risk insurance policy includes a waiver of subrogation in favor of the OCIP Enrolled Parties. The WisDOT and Contractor waive all rights against each other and against separate Contractors, if any, and any of their Subcontractors sub-Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property or Builder's Risk insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the WisDOT as fiduciary. This waiver applies only to the extent that proceeds are, in fact, realized as a result of a claim against the policy. Contractor shall require similar waivers in favor of the WisDOT from any of its Subcontractors, sub-Subcontractors, suppliers, and any other vendors in the procurement or construction of the Work.

21. Notice to Contractor – OCIP Exclusions.

The Owner Controlled Insurance Program (OCIP) insurance coverage excludes environmental/abatement work, including but not limited to hazardous materials/chemicals, lead and other materials considered hazardous – see Article – Owner Controlled Insurance Program for additional information. Environmental/abatement work must be performed by a qualified contractor who will not be enrolled in the OCIP. The qualified subcontractor must carry Construction Pollution Liability insurance with limits of at least \$1,000,000 per Occurrence and \$2,000,000 Aggregate.

Only payroll from non-environmental work shall be reported under the OCIP. All payroll generated from environmental/abatement work should not be reported.

Questions regarding this or any other aspects of OCIP should be directed to Kevin Gehrmann at (608) 235-0622, or Kevin.Gehrmann@dot.wi.gov.

22. Notice to Contractor – Emerald Ash Borer.

This applies to projects in the emerald ash borer (EAB) quarantined zones to include Fond du Lac, Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Washington and Waukesha counties.

Supplement standard spec 201.3 with the following:

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus sp.*) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees species attacked by emerald ash borer include the following:

Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.

Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.

White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.

The quarantine of ash trees includes all horticultural cultivars of the species listed above.

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, Mountain ash (*Sorbus americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with florescent lime flagging tied around the trunk perimeter.

Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

ATCP 21.17 Emerald ash borer; import controls and quarantine.

Importing or Moving Regulated Items from Infested Areas; Prohibition.

Except as provided in subparagraph (3), no person may do any of the following:

- (a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.
- (b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: the United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. Subsection (1) applies to new regulated areas as those areas are identified in the CFR.

Regulated Items. The following are regulated items for purposes of subparagraph (1):

The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.

Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

Regulatory Considerations

The quarantine means that ash wood products may not be transported out of the quarantined area.

Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

Chipped Ash Trees

May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.

May be buried on site within the right-of-way in accordance to standard spec 201.3 (14).

May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer in accordance to standard spec 201.3 (15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to standard spec 201.3 (15).

Burning chips is optional if in compliance with standard spec 201.3.

Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled

temporarily if they will be used for project mulching and are not readily accessible to the public.

Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

Ash logs, Branches, and Roots

May be buried without chipping within the existing right-of-way or on adjacent properties in accordance to standard spec 201.3 (14)(15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to standard spec 201.3 (15).

Burning is optional if in compliance with standard spec 201.3.

Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.

All additional costs will be incidental to clearing and grubbing items.

Do not bury or use mulch in an area that will be disturbed again during later phases of the project.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at (800) 303-WOOD.

Furnishing and Planting Plant Materials

Supplement standard spec 632.2.2 with the following:

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

Updates for Compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
P.O. Box 8911
Madison WI 53708-8911

Regulated Items

More frequent updates, if any, are available on the DATCP website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address.

23. Notice to Contractor – Contamination Beyond Construction Limits.

The department and others completed testing for soil and groundwater contamination for locations within this project where excavation is required.

Petroleum-Contaminated Soil Areas Outside of Project Limits

Testing indicates that petroleum-contaminated soil is present at the following locations:

- Access Road B Station 73B+60 to Station 75B+10, approximately 25 feet left of reference line to 40 feet right of reference line as shown on the plans.
- Access Road B Station 77B+25, 75 feet left of reference line as shown on the plans.
- Existing STH 11 Northbound On-Ramp. Mainline Station 760+25, approximately 40 feet right of reference line to 65 feet right of reference line.

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

The Hazardous Materials Report is available by contacting:

Name:	Mike Cape
Address:	Wisconsin Department of Transportation, SE Region 141 NW Barstow Street Waukesha, WI 53187-0798
Phone:	(262) 548-5930
Fax:	(262) 548-6891
E-mail:	michael.cape@dot.wi.gov

24. Notice to Contractor – Potential Waste Site.

Project 1030-24-76, IH 94 N-S Freeway, STH 11 Interchange, Frontage Road Grading will be constructed in 2013 (by others). Project 1030-24-76 has a need for Borrow material. If interested in making suitable waste material from this project available for use on Project 1030-24-76 as Borrow material, contact the department's Region office. Contact Joshua LeVeque, 141 NW Barstow Street, Waukesha, WI 53187, (414) 220-5444. It is not required that the waste material from this project be available as Borrow material for Project 1030-24-76.

25. Notice to Contractor – Property Owner Coordination.

The owners of Parcel 11 are responsible to have a new septic/mound/holding tank installed prior to construction. Prior to working in the area of Parcel 11, contact the property owners to verify that the septic move has been completed. Contact information is: Charles and Marilyn Engel, 13625 Old Hwy 11, Sturtevant, WI, (262) 886-3210.

26. Coordination with Businesses.

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting prior to the start of work under this contract and hold two meetings per month thereafter.

108-060 (20030820)

27. Pay Plan Quantity.

A Bid Items Designated as Pay Plan Quantity

Replace standard spec 109.1.1.2 with the following:

If the schedule of items designates a bid item with a ****P**** in the title, the department will not measure that bid item. The department will use the plan quantity, the approximate quantity shown on the schedule of items, for payment unless a contract revision affects a designated bid item.

If the engineer revises the contract under standard spec 104.2, the department will adjust the quantity of designated items that are affected by the revised work. The engineer will adjust the affected quantity, with a contract modification as defined in standard spec 101.3, regardless of the magnitude of the revised work, which may result in either an increase or a decrease from the quantity shown on the schedule of items. The department will measure revised work as specified in standard spec 109.1.1.1. If the engineer revises the contract to eliminate a designated item, the engineer will not pay for the designated item, except as specified in standard spec 109.5.

The approximate quantity shown on the schedule of items for a designated item is for information only and only an estimate. The engineer makes no guarantee that the quantity, which can be determined by computations based on contract information, will equal the approximate quantity shown on the schedule of items. The engineer will not make a quantity adjustment for discrepancies.

SEF Rev. 091201

28. Select Borrow.

Conform to the requirements of standard spec 208 and as hereinafter provided.

Material

Furnish and use material that consists of granular material meeting the requirements of granular backfill, Grade Number 2, in accordance to standard spec 209.2.

208-005 (20031103)

29. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, 305, and 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required 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>

A.2 Contractor Testing for Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:
 1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
 2. Divide the aggregate into uniformly sized sublots for testing as follows:

Plan Quantity	Minimum Required Testing
≤ 1500 tons	One test from production, load-out, or placement at the contractor's option ^[1]
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option ^[1]
> 6000 tons and ≤ 9000 tons	Three placement tests ^{[2] [3]}

- ^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
 - ^[2] For 3-inch material, obtain samples at load-out.
 - ^[3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories 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 means that will be used, and action time frames.
3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

- (1) Have personnel certified under the department's highway technician certification program (HTCP) perform sampling, testing, and documentation as follows:

Required Certification Level:	Sampling or Testing Roles:
Aggregate Technician IPP Aggregate Sampling Technician Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling ^[1]
Aggregate Technician IPP Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

^[1] Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

- (2) 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.

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388

<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

B.4 Quality Control Documentation

B.4.1 General

- (1) Submit base aggregate placement documentation to the engineer within 10 business days after completing base placement. Ensure that the submittal is complete, neatly organized, and includes applicable project records and control charts.

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

B.4.3 Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
 1. Contractor individual QC tests.
 2. Department QV tests.
 3. Department IA tests.
 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.

- (3) Split each contractor QC sample and identify it according to CMM 8.30. 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.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
 Gradation..... AASHTO T 27
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.

- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

B.6.3 Liquid Limit and Plasticity

- (1) Test the liquid limit and plasticity according to AASHTO T 89 and T 90.
- (2) Ensure the material conforms to the limits specified in standard spec table 301-2.

B.7 Corrective Action

B.7.1 General

- (1) Consider corrective action when the running average trends toward a warning limit. Take corrective action if an individual test exceeds the contract specification limit. Document all corrective actions both in the project records and on the appropriate control chart.

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer

may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 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.

B.8.2 Verification Testing

B.8.2.1 General

- (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 B.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 of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (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.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

- (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. Reviewing required worksheets and control charts.
 6. 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 B.9.

B.9 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 may review the data, examine data reduction and analysis methods, evaluate sampling and testing 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 the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve 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 (Vacant)

D (Vacant)

E Payment

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20100709)

30. Base Aggregate Dense.

Conform to the requirements of standard spec 305 and as hereinafter provided.

Material

Use Base Aggregate Dense 1¼-inch Special throughout the full base depth.

Use Base Aggregate Dense ¾-inch in the top 3 inches of the unpaved portion of shoulders. Use Base Aggregate Dense ¾-inch or Base Aggregate Dense 1¼-inch Special elsewhere in shoulders.

31. Protection of Concrete.

Supplement standard spec 415.3.16 as follows:

Provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. Actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

Providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item.

32. Culvert Pipe.

Amend standard spec 521.5 and 522.5 as follows:

Granular backfill is incidental to the culvert pipe item.

33. Traffic Control.

Supplement standard spec 643.3.1 with the following:

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

Provide the Wisconsin State Patrol, Racine County Sheriff's Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Do not park or store equipment, vehicles or construction materials within 15 feet of the edge of traveled way of 58th Road during non-working hours, except at locations and periods of time approved by the engineer.

Do not permit equipment or vehicles to directly cross the live traffic lanes of the freeway. Yield to all through traffic at all locations.

Do not park personal vehicles within the access control limits of IH 94.

All construction vehicles and equipment operating on or near roadways open or closed to traffic, shall be equipped with at least one flashing amber light. The flashing amber light shall be activated when vehicles or equipment are operated on the roadway, parked in close proximity to the roadway, and when entering or exiting live lanes of traffic. The flashing amber light shall be mounted approximately midway between the transverse extremities of the vehicles or machinery and at the highest practical point that provides visibility from all directions. The light shall be of the flashing strobe or revolving type meeting the following minimum requirements:

Flashing Strobe Type Light	Revolving Type Light
360-degree lens	360-degree lens
60 to 90 flashes per minute	45 to 90 flashes per minute
5-inch minimum height	4-5/8 inch minimum height
3-3/4 inch minimum diameter	3-3/4 inch minimum diameter

The light shall be equipped with bulbs of 50 candlepower minimum. Mounting shall be either magnetic or permanent. No compensation for furnishing and installing the flashing amber light to contractor owned construction equipment or vehicles will be provided for in the contract.

Locations of egress or ingress for construction vehicles other than as shown in the plans to prosecute the work shall be subject to approval from the engineer. Access into the work zone will not be allowed directly from IH 94. Exiting the work zone directly onto IH 94 will not be allowed. Do not use flaggers to direct, control, or stop IH 94 traffic.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators, or beam guard, unless designated to be removed in the plans, along the traveled roadways without the approval of the engineer.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

Replace standard spec 643.3.1(6) with the following:

Provide 24-hour a day availability of equipment, forces and materials to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed. Restore any barricade, light, or other traffic control so that the device is not out of service for more than two hours.

34. Pavement Marking Outfall, Item 646.0805.S.

A Description

This special provision describes furnishing and installing Pavement Marking Outfall according to standard spec 646, as shown on the plans, and as hereinafter provided. Pavement Marking Outfall shall consist of furnishing and installing white non-reflectorized markings of the specified material.

B Materials

Furnish paint that conforms to requirements of standard spec 646.2.2.

C Construction

Apply the paint a minimum thickness of 15 mils and position it on the pavement centered on the centerline of the outfall.

D Measurement

The department will measure Pavement Marking Outfall in place as units.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0805.S	Pavement Marking Outfall	Each

Payment is full compensation for furnishing all materials; preparing the surface; and for applying and protecting the work.

646-035 (20030820)

35. Erosion Control Filter Bags, Item SPV.0060.009.

A Description

This special provision describes furnishing, installing, maintaining, and removing erosion control filter bags under other contract items at locations designated on the plans or as directed by the engineer, and in accordance to plan details and as hereinafter provided.

B Materials

Bags shall be made of synthetic net with a mesh size of 1/8-inches by 1/8-inches that is of sufficient strength to hold the aggregate and to be lifted vertically.

Fill material shall be clean, sound, hard, durable coarse aggregate meeting the approval of the engineer and conforming to the size and gradation requirements for Size No. 1 coarse aggregate as specified in standard spec 501.2.5.4.4.

C Construction

Furnish bags filled with fill material as specified, secured to prevent loss of fill material during transportation, placement, maintenance and removal operations as hereinafter described. Completed erosion control filter bags shall have minimum in-place filled dimensions of 24-inches long by 12-inches wide by 6-inches high.

Install the erosion control filter bags as directed by the engineer and per plan detail. Place erosion control filter bags before starting any construction operation that may cause sedimentation or siltation at the site of the proposed filter bags.

D Measurement

The department will measure Erosion Control Filter Bags by each individual erosion control filter bag, acceptably completed.

The department will not measure individual erosion control filter bags specified to be installed as part of silt fence drainage outlet protection. In those installations erosion control filter bags are part of an incidental to the appropriate bid items.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.009	Erosion Control Filter Bags	Each

Payment is full compensation for furnishing all specified materials; for delivering, assembling, placing, maintaining, and removing and disposing erosion control filter bags; for removing and disposing of the accumulated sediments; and for repairing and restoring damaged areas.

The department will not pay for individual erosion control filter bags specified to be installed as part of silt fence drainage outlet protection. In those installations erosion control filter bags are part of an incidental to the appropriate bid items.

36. Silt Fence Drainage Outlet, Rock Bags, Item SPV.0060.031.

A Description

This special provision describes construction of rock bags at openings/outlets in silt fence alignments where water may pond against the silt fence, to allow a path for water discharge while still maintaining erosion protection of the downstream/downslope area.

B Materials

Furnish rock bags in accordance to the pertinent requirements of standard spec 628.

C Construction

Provide suitable rock bags to complete installations at locations shown on the plans or as the engineer directs.

Install rock bags at the silt fence outlets as directed by the engineer and per plan detail. Place rock bags immediately after the silt fence has been installed and before starting any construction operation that may cause sedimentation or siltation at the site of the proposed silt fence outlets.

Inspect all rock bags immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the rock bags in areas where construction activity has changed the earth contour and drainage runoff to ensure that the bags are functioning properly. Where deficiencies exist, move or adjust existing rock bags or install additional rock bags as approved or directed by the engineer and at no additional cost to the department.

Remove sediment deposits when the deposits reach approximately one-half of the height of the rock bags, or as directed by the engineer. The contractor shall dispose of the sediment outside of the right-of-way unless allowed by the engineer. Replace any bags that have been damaged.

Remove rock bags as part of the silt fence removal operation. The engineer will determine when the contractor will be allowed to do this as specified in standard spec 628.3.4.1. Dispose of rock bags and any sediment outside of the right-of-way. Reshape the area where the bags were located, fill sumps and trenches, dispose of rock bags, sediment and any excess eroded material outside of the right-of-way, and restore the affected area to match the adjacent vegetation.

D Measurement

The department will measure Silt Fence Drainage Outlet, Rock Bags for each installation, acceptably completed.

Individual rock bags will not be measured.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.031	Silt Fence Drainage Outlet, Rock Bags	Each

Payment is full compensation for providing installing and removing rock bags used at silt fence drainage outlets at project completion or as the engineer directs; for inspecting and maintaining the rock bags as specified; for repairing and restoring damaged areas; and for removing and disposing of all surplus and waste material.

37. Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch, Item SPV.0090.080.

A Description

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

B Materials

Furnish preformed thermoplastic pavement marking and sealant material, if required, from the department's approved products list.

C Construction**C.1 General**

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 120 mils \pm 10 mils deeper than the thermoplastic thickness, from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the thermoplastic.

C.4 Groove Position

Position the groove edge in accordance to the plan details.

C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

C.4.2 Special Marking

Groove a box around the special marking up to 4 inches from the perimeter of the special marking.

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

Groove pavement 10 or more days after paving. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

C.5.2 Asphalt

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Application of the preformed thermoplastic in the groove without sealant will be as follows:

- May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- June 1 to August 31 – the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

Application of the preformed thermoplastic in the groove with sealant materials will be as follows:

- October 1 to April 30, both dates inclusive – the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- September 1 to May 31, both dates inclusive – the Southwest Region and the Northeast, North Central, and Northwest Regions, except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

The sealant must be wet.

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic Stop Line in length by the linear foot of tape, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.080	Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface, and for furnishing and installing the material.

38. Survey Project 1030-24-81, Item SPV.0105.089.

A Description

Perform work according to standard spec 105.6 and standard spec 650. Standard spec 105.6 and standard spec 650 are modified to define the requirements for construction staking for this contract.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The department may choose to perform quality assurance surveys during the project. These quality assurance surveys do not relieve the contractor of the responsibility for performing all survey work required to layout and construct the work under this contract.

Delete standard spec 650.1.

B (Vacant)**C Construction**

Conform to standard spec 650.3 and as modified in this special provision.

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item the contractor may substitute global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work. The engineer may require the contractor to revert to conventional subgrade staking methods for all or part of the work at any point during construction if, in the engineer's opinion, the GPS machine guidance is producing unacceptable results.

Add the following to standard spec 650.3.3.3.3.

The contractor shall provide a GPS rover to the department for department personnel use to verify contractor survey.

Replace standard spec 650.3.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10 to the contractor. At anytime after the contract is awarded the contractor may request available survey and design information. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Add the following to standard spec 650.3.3.3.4.2:

The contractor shall provide GPS rover training to department personnel sufficient to the point that the GPS rover can be utilized by the department to verify contractor survey.

Add the following to standard spec 650.3.3.3.6.2:

The contractor shall record all subgrade elevation checks and submit a hard copy to the engineer at the completion of the project.

Additional requirements:

None

D Measurement

Replace standard spec 650.4 with the following:

The department will measure Survey Project 1030-24-81 as a separate single lump sum unit of work, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.089	Survey Project 1030-24-81	LS

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract.

39. Pavement Cleanup Project 1030-24-81, Item SPV.0105.090.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site.

B Materials

B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Vacuum equipment shall have a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified herein or approved by the engineer.

C Construction

C.1 Pavement Cleanup

Keep all pavements, curb lanes and gutters both closed and open to public traffic within the job-site boundaries free of dust and debris generated from any activity under the contract. Keep all pavements, curb lanes and gutters adjacent to the project free of dust and debris that are affected by land disturbing, dust generating activities, as defined in the contractor's dust control implementation plan.

Provide surveillance to identify if material is being tracked from the jobsite. Clean up spillage and material tracked from the project within an hour of occurrence or as directed by the engineer. Perform cleanup operations in a safe manner.

Provide routine sweeping of all pavements, curb lanes and gutters on local street active haul routes a minimum of once a day as defined in the Dust Control Implementation Plan (DCIP) or as directed by the engineer.

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to deal with dust problems that might arise during off-work hours or emergencies. Provide

the engineer with a contact person available at all times to respond to requests for emergency sweeping. Respond to emergency sweeping requests within 4 hours.

If the vacuum-type sweeper breaks down, a mechanical broom sweeper may be substituted for no more than 24 hours total elapsed time. Repair the vacuum-type sweeper within that 24 hours or substitute a vacuum-type sweeper.

Skid steers with mechanical power brooms may only be utilized on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer.

D Measurement

The department will measure Pavement Cleanup Project 1030-24-81 as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.090	Pavement Cleanup Project 1030-24-81	LS

Payment schedule for this item shall be in accordance to the percentage of contract value earned.

Payment is full compensation for surveillance, mobilization, sweeping, disposing of materials and any other labor, tools or equipment necessary to complete the work.

40. Grading, Shaping and Finishing Ditch, Item SPV.0105.098.

A Description

This special provision describes excavating, grading, shaping, compacting, and finishing as necessary to construct the ditch as shown on the plans and in accordance to the pertinent requirements of the standard specifications and as hereinafter provided.

B (Vacant)

C Construction

Dispose of all surplus and unsuitable material in accordance to standard spec 205.3.12.

D Measurement

The department will measure Grading, Shaping and Finishing Ditch as a single complete lump sum unit of work, 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.0105.098	Grading, Shaping and Finishing Ditch	LS

Payment is full compensation for furnishing all excavating, grading, shaping, and compacting; and for providing and placing topsoil, fertilizer, and seed.

The erosion control items will be measured and paid for under the pertinent items provided in the contract.

41. Test Rolling, Item SPV.0170.001.

A Description

This special provision describes the testing of the stability of the finished earth subgrade by rolling with a tri-axle dump truck, the restoration of any soft or yielding areas evidenced by the test rolling, and retesting as determined by the engineer.

B Equipment

Fully load a tri-axle dump truck to within 3 tons of the vehicle legal load limit and provide a minimum gross vehicle weight of 30 tons. Uniformly inflate all tires to the pressure recommended by the manufacturer for the applicable wheel load.

C Construction

Completely compact and shape the subgrade to approximate grade and cross section; but not yet staked for blue top grades for areas to be tested. Test roll at normal walking speed under the direction of the engineer or his representative.

Roll the earth subgrade at a width equal to the finished base course width. Make multiple passes throughout the length of the subgrade test area. Center each pass on a proposed lane or applicable shoulder. When the shoulder width is less than 8 feet, the engineer will determine the number and location of passes required such that any wheel track will be within 3 to 4 feet of the previous adjacent wheel track.

Repair and consolidate any soft or yielding areas or depressions evidenced under the action of the test rolling to withstand retesting. Excavate and replace any unstable material from the roadbed with selected materials. Correct any yielding subgrade areas discovered during the test rolling operations prior to blue top staking and finish grading operations. Perform corrective work in accordance to the standard specifications.

D Measurement

The department will measure Test Rolling by the station along the roadway centerline or reference line, acceptably completed. The department will measure two or more separate roadways by the station along each separate roadway as designated on the plans.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0170.001	Test Rolling	STA

Payment is full compensation for performing the Test Rolling; for any preparation of the subgrade, including the furnishing and incorporation of water, if required; for retesting as determined by the engineer and for restoration of the subgrade.

42. Geogrid Reinforcement, Item SPV.0180.001.

A Description

This special provision describes furnishing and installing geogrids for subgrade stabilization, base reinforcement, or pavement structure applications in accordance to the plans, standard spec 645, and as hereinafter provided.

B Materials

Provide geogrid that consists of either single or joined multiple layers of a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The polymer shall consist of polyester, polypropylene, polyamide, or polyethylene. The grid shall maintain dimensional stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. Minimum geogrid width shall be 6.0 feet.

Provide geogrid that complies with the following physical properties:

Test	Method	Value ⁽¹⁾
Tensile Strength at 5% Strain, Both Principal Directions (lb/ft)	ASTM D 4595 ⁽²⁾	450 min.
Flexural Rigidity Both Principal Directions (mg-cm)	ASTM D 1388 ⁽³⁾	150,000 min.
Aperture Area (in ²)	Inside Measurement ⁽⁴⁾	5.0 max
Aperture Dimension (in)	Inside Measurement ⁽⁴⁾	0.5 min.

⁽¹⁾ All numerical values represent minimum/maximum average roll values, i.e. the average minimum test results on any roll in a lot should meet or exceed the minimum specified value.

⁽²⁾ The tensile strength (T) of a joined multi-layered geogrid shall be computed using the following equation:

$$T = n(f)t$$

where

n = the number of individual layers in the joined multi-layered geogrid,

t = the tensile strength of a single layer of geogrid as determined using testing method ASTM D4595, and

f = reduction factor based on the number of layers comprising the multi-layered system and determined by the equation $f = 1.00 - [0.04(n - 1)]$.

⁽³⁾ Values shall be determined by Option “A” (Cantilever Test) of testing method ASTM D1388 using test specimens that are 36 inches ± 0.04 inch long. Test specimen widths for differing geogrids shall be variable and equal to 1 element plus $\frac{1}{2}$ the aperture width on both sides of that element. An element is defined as the minimum number of parallel strands that form a distinguishable repeating pattern.

⁽⁴⁾ Aperture Area and Aperture Dimension for joined multi-layer geogrids shall be determined based on measurement of a single layer of the geogrid.

Protect the geogrid from ultraviolet radiation and from damage due to shipping and handling. Keep the geogrid dry until it is installed. The geogrid rolls shall be clearly marked to identify the material contained.

Deliver a sample of the geogrid material to the engineer at least 10 days prior to its incorporation into the work. At the same time, furnish a manufacturer's Certified Report of Test or Analysis that verifies that the geogrid delivered for use on the work meets the above requirements. Samples of geogrid for test purposes will be obtained from the job site for each 10,000 square yards or portions thereof used on the contract.

C Construction

Prior to placement of the geogrid, bring the indicated placement surface to the required lines, grades, and dimensions as shown on the plans. Smooth and shape the surface to eliminate any rocks, clods, roots, or other items that may cause damage to the geogrid during placement or covering.

Place the geogrid on the prepared surface at the locations and to the limits as shown on the plans. After placement, pull the geogrid taut and secure it using pins, clips, staples, or other devices to prevent movement or displacement. Place parallel strips of geogrid with a minimum overlap of 24 inches. Lap butt joints between roll ends a minimum of 12 inches. Fasten all lapped sections together by using ties, straps, clips, or other devices to develop a secure joint that meets the approval of the engineer. No vehicles or construction equipment shall be permitted to operate directly on the geogrid.

Cover small rips, tears, or defects in the geogrid with an additional section of geogrid; secure the additional geogrid in place so that it overlaps the damaged area by at least

3 feet in all directions. Remove and replace geogrid sections with large rips, tears, defects, or other damage at the direction of the engineer. All costs to repair or replace damaged or defective geogrid shall be the responsibility of the contractor.

After placement, cover the geogrid to the indicated depth with the type of material required on the plans or in the special provisions. Placing, spreading, and compacting of this material shall comply with the applicable sections of the standard specifications or special provisions except that the initial lift of material placed on the geogrid must be at least 4 inches. Place, spread, and compact the required backfill material so that the geogrid is not displaced or damaged. The engineer may require changes in equipment and/or operations to prevent such damage or displacement.

D Measurement

The department will measure Geogrid Reinforcement by the square yard of surface area upon which the geogrid has been placed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Geogrid Reinforcement	SY

Payment is full compensation for furnishing, transporting, and installing the geogrid; and for furnishing and installing all devices and materials necessary to join or secure the geogrid in place.

43. Geotextile Fabric Type FF, Item SPV.0180.002.

A Description

This special provision describes furnishing, installing and removing geotextile fabric and fabric hold down systems for filtering storm water, as shown in the plans and as hereinafter provided.

B Materials

Furnish type FF geotextile fabrics conforming to standard spec 645.2.1 except use a woven polypropylene fabric. Furnish type FF geotextile fabrics selected from the department's erosion control product acceptability list (PAL). Obtain copies of the erosion control PAL and prequalification procedure from the Bureau of Technical Services.

C Construction

Meet the pertinent requirements as set forth in standard spec 645.3 and as follows:

Install in accordance to the plan details for the intended use in such a manner to preclude ripping and tearing of the fabric, or otherwise rendering the fabric or assembly ineffective for its intended use.

D Measurement

The department will measure Geotextile Fabric, Type FF by the square yard of surface area of the fabric placed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Geotextile Fabric, Type FF	SY

Payment is full compensation for furnishing, transporting, installing and removing the fabric and fabric hold down systems.

44. Base Aggregate Dense 1 1/4-Inch Special, Item SPV.0195.002.**A Description**

This special provision describes constructing a dense graded base in accordance to standard spec 305 and 107.14 and as modified in this special provision.

B Materials

Replace standard spec 305.2.2.1 with the following:

Except for reclaimed asphaltic pavement, use 1 1/4 inch base aggregate that conforms to the following gradation requirements:

	Percent Passing By Weight
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	2 - 12 ^{[1][2]}

^[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

^[2] 3.0-10.0 percent passing when base is \geq 50% crushed gravel.

C (Vacant)**D (Vacant)****E Payment**

Replace standard spec 305.5 (1) with the following.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.002	Base Aggregate Dense 1 ¼-Inch Special	TON

45. Select Subbase, Item SPV.0195.006.

A Description

This special provision describes constructing a dense graded base in accordance to standard spec 305 and standard spec 107.14 and as modified in this special provision.

B Materials

Replace standard spec 305.2.2.1 with the following:

Except for reclaimed asphaltic pavement, use 1¼ inch base aggregate that conforms to the following gradation requirements:

	Percent Passing By Weight
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	2 - 12 ^{[1][2]}

^[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

^[2] 3.0-10.0 percent passing when base is ≥ 50% crushed gravel.

C (Vacant)

D (Vacant)

E Payment

Replace standard spec 305.5 with the following.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.006	Select Subbase	TON

Payment is full compensation for preparing the foundation; and for stockpiling, placing, shaping, compacting, and maintaining the base.

46. Manholes 4-FT Diameter Special, Item SPV.0200.001.

A Description

This special provision describes furnishing and constructing Manholes 4-FT Diameter Special for use with existing pipe underdrain in accordance to standard spec 611 and as specified herein.

B Materials

Furnish Manholes 4-FT Diameter Special in accordance to standard spec 611.2 and the standard detail drawings for Manholes 4-FT Diameter.

C Construction

Construct Manholes 4-FT Diameter Special in accordance to standard spec 611.3 and the standard detail drawings for Manholes 4-FT Diameter.

D Measurement

The department will measure Manholes 4-FT Diameter Special by the vertical foot of manhole, acceptably completed, to the nearest 0.1 foot as defined by the "Depth as Shown on Plans" dimension per standard detail drawing. The "Depth as Shown on Plans" will be measured by the engineer in the field upon locating the existing drain tile.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.001	Manholes 4-FT Diameter Special	VF

Payment is full compensation for providing and installing all materials, including all masonry, connections, steps, and other fittings; for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames and lids and adjusting the covers separately.

ADDITIONAL SPECIAL PROVISION 4

Payment to all Subcontractors. Within 10 calendar days of receipt by a contractor of a progress payment for work performed, materials furnished, or materials stockpiled by a subcontractor, the contractor shall pay that subcontractor for all work satisfactorily performed and for all materials furnished or stockpiled.

The contractor agrees further to release retainage amounts to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. In addition, whenever the Department reduces the contract retainage amount, within 10 calendar days of receipt by a contractor of a retainage payment, the contractor must reduce the total amount retained from subcontractors to no more than remains retained by the Department.

The contractor shall pay the subcontractor within the time frames described above unless the contractor complies with both of the following within 10 calendar days of receiving the Department's progress payment:

- 1) The contractor notifies the subcontractor in writing that the work is not satisfactorily completed.
- 2) The contractor requests approval from the Department to delay payment because the subcontractor has not satisfactorily completed the work.

The contractor's request for approval should include the written notification to the subcontractor and shall provide sufficient documentation of good cause to assist the engineer in making a timely decision. If the engineer does not grant approval, the contractor shall pay the subcontractor within 10 calendar days of the Department's decision.

All subcontracting agreements made by a contractor shall include the above provisions and shall be binding on all contractors and subcontractors.

The contractor certifies compliance with the requirements of this Additional Special Provision by signing the contract. This clause applies to both DBE and non-DBE subcontractors.

ADDITIONAL SPECIAL PROVISION 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the 2013 edition of the standard specifications:

106.3.4.3.1 General

Replace paragraph two with the following effective with the November 2012 letting:

- (2) Required sampling and testing methodologies and documentation are specified in CMM chapter 8.
 - (3) If disputed, approval of materials and components, as well as acceptance of the work incorporating those materials or components, is subject to review under the QMP dispute resolution process.
-

107.17.3 Railroad Insurance Requirements

Replace the entire text with the following effective with the August 2012 letting:

- (1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the department has accepted the work as specified in 105.11.2.4.
- (2) Provide railroad protective liability insurance coverage written as specified in 23 CFR part 646 subpart A. Provide a separate policy for each railroad owning tracks on the project. Ensure that the railroad protective liability insurance policies provide the following minimum limits of coverage:
 - 1. Coverage A, bodily injury liability and property damage liability; \$2 million per occurrence.
 - 2. Coverage B, physical damage to property liability; \$2 million per occurrence.
 - 3. An annual aggregate amount of \$6 million that shall apply separately to each policy renewal or extension.
- (3) Obtain coverage from insurance companies licensed to do business in Wisconsin that have an A.M. Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.
- (4) Submit the following to each railroad owning tracks on the project as evidence of that railroad's respective coverage:
 - 1. A certificate of insurance for the types and limits of insurance specified in 107.26.
 - 2. The railroad protective liability insurance policy or other acceptable documentation to the railroad company.
- (5) Submit the following to the region as evidence of the required coverage:
 - 1. A copy of the letter to the railroad company transmitting the submittal documents specified in 107.17.3(4).
 - 2. A certificate of insurance for the required railroad protective liability coverages.
- (6) Do not begin work on the right of way or premises of the railroad company until the region receives the submittals specified in 107.17.3(5) and notification from the railroad company that the contractor has provided sufficient insurance information to begin work.
- (7) Notify the railroad and the region immediately upon cancellation or initiating cancellation, whichever is earlier, or any material change in coverage. Cease operations within 50 feet of the railroad right of way immediately if insurance is cancelled or reduced. Do not resume operations until the required coverage is in force.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph four with the following effective with the December 2012 letting:

- (4) The department will randomly test each design mixture at the following minimum frequency:
- FOR TONNAGES TOTALING:
- Less than 501 tons no tests required
- From 501 to 5,000 tons..... one test
- More than 5,000 tons..... add one test for each additional 5,000-ton increment

501.2.1 Portland Cement

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Use cement conforming to ASTM specifications as follows:
- Type I portland cement; ASTM C150.
 - Type II portland cement; ASTM C150.
 - Type III portland cement; ASTM C50, for high early strength.
 - Type IP portland-pozzolan cement; ASTM C595, except maximum loss on ignition is 2.0 percent.
 - Type IS portland blast-furnace slag cement; ASTM C595.
 - Type IL portland-limestone cement; ASTM C595, except maximum nominal limestone content is 10 percent with no individual test result exceeding 12.0 percent.

501.2.5.5 Sampling and Testing

Replace the entire text with the following effective with the January 2013 letting:

- (1) Sample and test aggregates for concrete according to the following:
- | | |
|--|---------------------------|
| Sampling aggregates | AASHTO T2 |
| Lightweight pieces in aggregate | AASHTO T113 |
| Material finer than No. 200 sieve | AASHTO T11 |
| Unit weight of aggregate | AASHTO T19 |
| Organic impurities in sands | AASHTO T21 |
| Sieve analysis of aggregates | AASHTO T27 |
| Effect of organic impurities in fine aggregate | AASHTO T71 |
| Los Angeles abrasion of coarse aggregate | AASHTO T96 |
| Freeze-thaw soundness of coarse aggregate..... | AASHTO T103 |
| Sodium sulfate soundness of aggregates | AASHTO T104 |
| Specific gravity and absorption of fine aggregate | AASHTO T84 |
| Specific gravity and absorption of coarse aggregate | AASHTO T85 |
| Flat & elongated pieces based on a 3:1 ratio..... | ASTM D4791 ^[1] |
| Sampling fresh concrete | AASHTO R60 |
| Making and curing concrete compressive strength test specimens | AASHTO T23 |
| Compressive strength of molded concrete cylinders | AASHTO T22 |

^[1] As modified in CMM 8-60.

501.2.6 Fly Ash

Replace paragraph three with the following effective with the March 2013 letting:

- (3) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.

501.3.1.1.1 Air-Entrained Concrete

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Prepare air-entrained concrete with type I, IL, II, IS, or IP portland cement and sufficient air-entraining admixture to produce concrete with the air content specified in 501.3.2.4.

503.2.2 Concrete

Replace paragraph five with the following effective with the March 2013 letting:

- (5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, , IP, II, or III portland cement. The contractor may replace up to 30 percent of type I, IL, II, or III portland cement with an equal weight of fly ash, slag, or a combination of fly ash and slag, except for prestressed box girders and slabs, the contractor shall replace 20-30 percent of the cement with fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.6 and slag conforms to 501.2.7. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.2 for air-entrained concrete. Use only size No. 1 coarse aggregate conforming to 501.2.5.4.

506.3.22 Shop Inspection

Replace paragraph one with the following effective with the July 2010 letting:

- (1) The engineer or an independent inspection agency under department contract may inspect all structural steel and miscellaneous metals furnished. The department will provide the contractor with monthly consultant inspection invoices and identify any quality deficiencies at the fabrication facility.

506.5 Payment

Add paragraph nine as follows effective with the June 2010 letting:

- (9) The department will limit costs for inspections conducted under 506.3.2 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

507.2.2.1 General

Replace paragraph four with the following effective with the December 2012 letting:

- (4) Ensure that there are no unsound knots or knot holes. Also ensure that there are no tight knots of a diameter exceeding one-quarter of the greater dimension at the point where they occur. Measure a knot by taking its diameter at right angles to the length of the timber. Ensure that the sum of sizes of all knots in any one-foot length does not exceed 2 times the size of the largest allowed single knot. The engineer will treat cluster knots as if they were a single knot. A cluster knot is 2 or more knots grouped together, with the fibers of the wood deflected around the entire unit.

512.3.1 Driving and Cutting Off

Replace the entire text with the following effective with the December 2012 letting:

512.3.1.1 General

- (1) Coordinate driving operations to prevent damage or displacement of concrete in substructure units or damage to adjacent facilities due to vibrations.
- (2) Drive sheeting with a variation of 1/4 inch or less per foot from the vertical or from the batter the plans show. Ensure that the sheetpiles are within 6 inches of the plan position after driving. Do not damage sheetpiles attempting to correct for misalignment.

- (3) Remove and replace, or otherwise correct, sheetpiles the engineer deems unacceptable under 105.3. Submit details of planned corrections to the engineer for review and approval before initiating any corrective actions.
- (4) Drive sheetpiles to or beyond the required tip elevation the plans show.

512.3.1.2 Driving System

- (1) Furnish a sheetpile driving system capable of driving the sheetpiles to the required minimum tip elevation the plans show.
- (2) The engineer may order the contractor to remove a pile driving system component from service if it causes insufficient energy transfer or damages the sheetpiles. Do not return a component to service until the engineer determines that it has been satisfactorily repaired or adjusted.
- (3) Drive sheetpiles with diesel, air, steam, gravity, hydraulic, or vibratory hammers.

512.3.1.3 Cut-Offs

- (1) Cut off sheetpiles at the elevations the plans show or as the engineer directs. Pile cut-offs become the property of the contractor. Dispose of cut-offs not incorporated into the work.

518.2.1 General

Replace paragraph one with the following effective with the March 2013 letting:

- (1) Furnish portland cement and water as specified in 501.2. Unless the engineer allows an alternate, use either type I, IL, IS, , or IP portland cement.

526.3.3 Temporary Structures

Replace paragraphs two through four with the following effective with the January 2013 letting:

- (2) Inspect temporary structures conforming to the National Bridge Inspection Standards (NBIS) and the department's structure inspection manual before opening to traffic. Perform additional inspections, as the department's structure inspection manual requires, based on structure type and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the department's bureau of structures maintenance section. Ensure that a department-certified active team leader, listed online in the department's highway structures information system (HSIS), performs the inspections.
- (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 203.3.4. Contractor-furnished materials remain the contractor's property upon removal.

614.2.5 Wood Posts and Offset Blocks

Retitle and replace the entire text with the following effective with the July 2012 letting:

614.2.5 Posts and Offset Blocks

614.2.5.1 Wood Posts and Offset Blocks

- (1) Furnish sawed posts and offset blocks of one of the following species:

Douglas fir	Southern pine	Ponderosa pine	Jack pine	White pine
Red pine	Western hemlock	Western larch	Hem-fir	Oak
- (2) Ensure that posts are the size the plans show and conform to the nominal and minimum dimensions tabulated in 507.2.2.3. The contractor does not have to surface the posts. Provide posts of the net length the plans show after setting and cut off.
- (3) Use stress graded posts rated at 1200 psi f_b or higher. Determine the stress grade rating for douglas fir, western larch, and southern pine as specified in 507.2.2.4.
- (4) For hem-fir, hemlock, red pine, white pine, jack pine, ponderosa pine, and oak conform to the following:

TABLE 614-1 PROPERTIES FOR WOOD POSTS AND BLOCKS

SPECIES			WESTERN HEMLOCK, HEM-FIR, RED PINE, WHITE PINE, JACK PINE, PONDEROSA PINE		OAK	
MAXIMUM SLOPE OF GRAIN			1 in 15		1 in 12	
NOMINAL WIDTH OF FACE			6"	8"	6"	8"
SHAKES, CHECKS, AND SPLITS	GREEN		1"	1 3/8"	2 3/8"	3 1/8"
	SEASONED		1 1/2"	2"	2 5/8"	3 1/2"
MAXIMUM WANE			1"	1 3/8"	1 1/8"	1 5/8"
MAXIMUM ALLOWABLE KNOTS	NARROW FACE	MIDDLE 1/3 OF LENGTH	1 3/8"	1 5/8"	2 1/8"	2 3/8"
		END ^[1]	2 3/4"	3 1/4"	4 1/4"	4 3/4"
		SUM IN MIDDLE 1/2 OF LENGTH ^[2]	11"	13"	17"	19
	WIDE FACE	EDGE KNOT N MIDDLE 1/3 OF LENGTH	1 3/8"	1 5/8"		
		EDGE KNOT AT END ^[1]	2 3/4" 7	3 1/4"		
		CENTERLINE	1 3/8"	1 7/8"	2 1/4"	2 7/8"
		SUM IN MIDDLE 1/2 OF LENGTH	5 1/2"	7 1/2"	9"	11 1/2"

^[1] But do not exceed the maximum allowable knot on the centerline of the wide face of the same piece.

^[2] But do not exceed 4 times the maximum allowable knot on the centerline of the wide face of the same piece.

- (5) Pressure treat posts and offset blocks as specified in 507.2.2.6. Use one of the oil-soluble preservatives or chromated copper arsenate conforming to 507.2.3. Use the same material for offset blocks and posts and treat material used in each continuous installation with the same type of preservative.

614.2.5.2 Steel Posts

- (1) Furnish steel posts conforming to AASHTO M270 Grade 36 and galvanized according to AASTHO M111.

614.2.5.3 Plastic Offset Blocks

- (1) Furnish plastic offset blocks from the department's approved products list.

614.3.1 General

Replace the entire text with the following effective with the July 2012 letting:

- (1) Paint the ends of cut-off galvanized posts, rail, bolts, cut or drilled surfaces of galvanized components, and areas of damaged zinc coating with 2 coats of zinc dust/zinc oxide paint. Clean the damaged and adjacent areas thoroughly before applying paint.
- (2) Apply 2 coats of wood preservative to cut surfaces of wood components. Use the same preservative originally used to treat that component or use a 2-percent solution of copper naphthenate conforming to AWWA Standard P8 or P36.

614.3.2.1 Installing Posts

Replace paragraph four with the following effective with the July 2012 letting:

- (4) Cut post tops to the finished elevation the plans show.

628.2.13 Rock Bags

Replace paragraph one with the following effective with the November 2012 letting:

- (1) Furnish rock bags made of a porous, ultraviolet resistant, high-density polyethylene or geotextile fabric that will retain 70% of its original strength after 500 hours of exposure according to ASTM D4355 and a minimum in-place filled size of 18-inches long by 12-inches wide by 6-inches high. Ensure that the fabric conforms to the following:

TEST REQUIREMENT	METHOD	VALUE
Minimum Tensile	ASTM D4632	
Machine direction		70 lb minimum
Cross direction		40 lb minimum
Elongation	ASTM D4632	
Machine direction		20% minimum
Cross direction		10 % min
Puncture	ASTM 4833	65 lbs minimum
Minimum Apparent Opening		0.0234 inches (No. 30 sieve)
Maximum Apparent Opening		0.0787 inches (No. 10 sieve)

639.2.1 General

Replace paragraph two with the following effective with the March 2013 letting:

- (2) For grout use fine aggregate conforming to 501.2.5.3 and type I, IL, IS, or IP portland cement.

649.3.1 General

Replace paragraphs three and four with the following effective with the March 2013 letting:

- (3) For pavements open to all traffic, apply centerline and no-passing barrier line markings as follows:
- On intermediate pavement layers, including milled surfaces, on the same day the pavement is placed or milled.
 - On the upper layer of pavement, on the same day the pavement is placed unless the contractor applies permanent marking on the same day the pavement is placed.

If weather conditions preclude same-day application, apply as soon as weather allows. Do not resume next-day construction operations until these markings are completed unless the engineer allows otherwise.

- (4) If required to apply no passing zone temporary pavement marking, reference the beginning and end of all existing no-passing barrier lines. Apply temporary no-passing barrier lines at those existing locations. If the contract contains the Locating No-Passing Zones bid item, relocate the no-passing zones as specified in section 648 for permanent marking.

701.4.2 Verification Testing

Replace paragraph two with the following effective with the December 2012 letting:

- (2) The department will sample randomly at locations independent of the contractor's QC tests and use separate equipment and laboratories. The department will conduct a minimum of one verification test for each 5 contractor QC tests unless specific QMP provisions specify otherwise.

715.2.3.1 Pavements

Replace paragraph two with the following effective with the March 2013 letting:

- (2) Provide a minimum cement content of 565 pounds per cubic yard, except if using type I, IL, or III portland cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.

715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2012 letting:

- (1) The department will perform verification testing as specified in 701.4.2 except as follows:
 - Air content, slump, and temperature: a minimum of 1 verification test per lot.
 - Compressive strength: a minimum of 1 verification test per lot.

Errata

Make the following corrections to the 2013 edition of the standard specifications:

102.12 Public Opening of Proposals

Correct 102.12(1) errata by changing htm to shtm in the web link.

- (1) The department will publicly open proposals at the time and place indicated in the notice to contractors. The department will post the total bid for each proposal on the Bid Express web site beginning at 9:30 AM except as specified in 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the department's HCCI web site.

<http://roadwaystandards.dot.wi.gov/hcci/bid-letting/index.shtm>

107.22 Contractor's Responsibility for Utility Facilities, Property, and Services

Correct errata by eliminating references to the department. Costs are determined by statute.

- (3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. Determine who is responsible for repair costs according to Wisconsin statutes 66.0831 and 182.0175(2).
-

204.3.2.2 Removing Items

Correct errata by changing the reference from 490.3.2 to 490.3.

- (5) Under the Removing Asphaltic Surface Milling bid item, remove and dispose of existing asphaltic pavement or surfacing by milling at the location and to the depth the plans show. Mill the asphaltic pavement or surfacing as specified for milling salvaged asphaltic pavement in 490.3.
-

501.2.9 Concrete Curing Materials.

Correct errata by changing AASHTO M171 to ASTM C171.

- (4) Furnish polyethylene-coated burlap conforming to ASTM C171 for white burlap-polyethylene sheets.
-

506.2.6.5.2 Pad Construction

Correct errata by changing ASTM A570 to ASTM A1011.

- (4) For the internal steel plates use rolled mild steel conforming to ASTM A36, or ASTM A1011 grade
-

512.3.3 Painting

Correct errata by changing 511.3.5 to 550.3.11.3.

- (1) Paint permanent steel sheet piling as specified for painting steel piling in 550.3.11.3.

513.2.2.8 Toggle BoltsCorrect errata by changing ASTM A570 to ASTM A1011.

- (1) Use toggle bolts made of steel, conforming to the plans. Make the assembly from the material specified below:

Toggle bolt and pin Cold finished steel heat-treated Brinell 311-363 ASTM A354.
 Toggle washer Hot rolled steel ASTM A1011. Manufacturer's standard washer.
 Spacer nut Grade 1213, ASTM A108. Cold finished steel heat-treated ASTM A325.

660.2.1 GeneralCorrect errata by changing section 511 to 550.

- (1) Furnish materials conforming to the following:

Concrete section 501
 Concrete bridges section 502
 Luminaires section 659
 Steel piling section 550
 Steel reinforcement section 505

660.3.2.3 Pile Type FoundationsCorrect errata by changing section 511 to 550.

- (1) Drive piles as specified in for steel piling in section 550.

701.3 Contractor TestingCorrect errata by updating AASHTO T141 to AASHTO R60 and changing AASHTO T309 to ASTM C1064.

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

TABLE 701-2 TESTING STANDARDS

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 ^[1]
Sieve analysis of fine and coarse aggregate	AASHTO T27 ^[1]
Aggregate moisture	AASHTO T255 ^[1]
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 ^[2]
Concrete slump	AASHTO T119 ^[2]
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

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. 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).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

**I-94 North-South Corridor
EEO/AA Requirements for Contractors and Subcontractors
(OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS,
US DEPARTMENT OF LABOR)**

1. Prime Contractor(s) and subcontractors awarded a construction contract in excess of \$10,000 at any tier for construction work under the contract **shall comply** with the requirements of **Executive Order 11246 as amended, Section 503 of The Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended (38 U.S.C. 4212).**
2. The contractor shall provide written notification to the District Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Dept. of Labor/ESA, 310 West Wisconsin Avenue, Suite 1115, Milwaukee, WI 53202 - phone: (414) 297-3822, fax: (414) 297-4038, within 10 working days of the award of any construction contract (subcontract) in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification shall include name, address and telephone number of the subcontractor, employer identification number (EIN), dollar amount of the contract, and the estimated starting and completion date. This notification provision applies to 2nd and 3rd tier subcontractors, etc. as well as the prime contractor.
3. The prime contractor and each subcontractor are required to complete a monthly Utilization Report. The report will include the total number of work hours broken out by construction trade and classification (supervisor, journey or apprentice), race and gender. The report will also include the number of employees within each trade and classification by race and gender. These reports will be entered into the Civil Rights Compliance System(CRCS) in accordance with WisDOT requirements. However, if USDOL is denied access to the CRCS, the contractor will be notified by USDOL. The contractor will submit directly to USDOL at the address above, the Utilization Report and number of employees as described earlier in this paragraph.
4. The prime contractor and each subcontractor are to provide a list of employees who worked on this project by name, race, sex, trade, classification (foreman/supervisor, journey, apprentice, trainee), if the person was a TRANS grad, and date of hire into the prime or subcontractor's workforce. This will be sent to the U. S. Department of Labor, OFCCP when the last work hours are reported for the project by each contractor.
5. The **Prime Contractor** is required to **appoint an EEO/Affirmative Action (EEO/AA) Manager for the project.** Each **subcontractor is required to appoint an EEO/AA Project Coordinator.** The EEO/AA Manager shall have overall responsibility for the

monitoring of EEO/AA compliance by the prime contractor and by all subcontractors working on this project (for all construction work originated by the Prime Contractor).

6. The prime contractor shall establish a **Special Project Affirmative Action Oversight Committee (SPAAOC)** comprised of OFCCP, and other representatives from state/local Civil Rights Enforcement/Development Agencies, labor unions, community constituents representing minority and female groups and other government and non-government agencies as needed. The first meeting will be held as soon as possible prior to the start of the project. Thereafter, the SPAAOC shall meet periodically throughout the course of the contract to discuss EEO/AA issues.
7. A designated EEO representative of each contractor on the project must attend a technical assistance seminar sponsored by OFCCP to understand their obligations under Executive Order 11246 as amended, Section 503 of The Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended (38 U.S.C. 4212). If the contractor's EEO representative has attended an OFCCP technical assistance seminar during the previous 12 calendar months, they will be exempt from this requirement.
8. The EEO/AA goals (good faith effort) for this contract are:

Nation wide:	6.9% for Females of total work hours by trade
Milwaukee County:	8.0% for Minorities of total work hours by trade
Racine County:	8.4% for Minorities of total work hours by trade
Kenosha County:	3.0% for Minorities of total work hours by trade

ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see section 3.2 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/docs/crc-basic-info.pdf>

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
RACINE COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on April 1, 2012

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	32.66	15.92	48.58
Carpenter	31.68	18.49	50.17
Cement Finisher	27.14	19.22	46.36
Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/ 1/ 16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	31.14	22.30	53.44
Fence Erector	35.62	0.00	35.62
Ironworker	31.31	21.54	52.85
Line Constructor (Electrical)	35.97	18.08	54.05
Painter	27.87	14.39	42.26
Pavement Marking Operator	26.50	13.36	39.86
Piledriver	29.56	24.96	54.52
Premium Pay: Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Roofer or Waterproofer	28.85	14.60	43.45
Teledata Technician or Installer	24.65	15.17	39.82
Tuckpointer, Caulker or Cleaner	34.30	15.47	49.77
Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.87	16.10	49.97
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	14.42	43.20

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.98	13.72	40.70
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27

TRUCK DRIVERS

Single Axle or Two Axle	22.35	16.19	38.54
Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	22.50	16.19	38.69
Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	22.50	16.19	38.69
Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Pavement Marking Vehicle	23.84	14.70	38.54
Shadow or Pilot Vehicle	24.76	15.35	40.11
Truck Mechanic	24.91	15.35	40.26

LABORERS

General Laborer	22.65	18.60	41.25
Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.			
Premium Pay: Add \$.10/hr for topman; Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.26/hr for bottomman; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement), strike off man; Add \$.32/hr for and line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$.75/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	22.00	16.86	38.86
Landscaper	22.91	15.68	38.59
Flagperson or Traffic Control Person	20.83	17.85	38.68
Future Increase(s): Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.09	14.40	31.49
Railroad Track Laborer	17.00	5.71	22.71

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33.72	18.90	52.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches	33.22	18.90	52.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$

& A- Frames.			
Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			

Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	32.96	18.90	51.86

Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			

Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	32.67	18.90	51.57

Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			

Fiber Optic Cable Equipment.	24.39	15.45	39.84

Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01

Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01

Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32

Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	26.80	18.52	45.32

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
-----	\$-----	\$-----	\$-----

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312010PROJECT(S):
1030-24-81FEDERAL ID(S):
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 ROADWAY ITEMS

0010	201.0105 CLEARING ***P**	4.000				
		STA	.		.	
0020	201.0120 CLEARING	30.000				
		ID	.		.	
0030	201.0205 GRUBBING ***P**	4.000				
		STA	.		.	
0040	201.0220 GRUBBING	30.000				
		ID	.		.	
0050	203.0100 REMOVING SMALL PIPE CULVERTS	4.000				
		EACH	.		.	
0060	204.0110 REMOVING ASPHALTIC SURFACE ***P**	50.000				
		SY	.		.	
0070	204.0180 REMOVING DELINEATORS AND MARKERS	1.000				
		EACH	.		.	
0080	205.0100 EXCAVATION COMMON	5,181.000				
		CY	.		.	
0090	208.1100 SELECT BORROW	1,109.000				
		CY	.		.	
0100	213.0100 FINISHING ROADWAY (PROJECT) 076. 1030-24-81	1.000				
		EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312010PROJECT(S):
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N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	305.0110 BASE AGGREGATE DENSE 3/4-INCH	148.000 TON	.		.	
0120	311.0110 BREAKER RUN	170.000 TON	.		.	
0130	455.0105 ASPHALTIC MATERIAL PG58-28	69.000 TON	.		.	
0140	455.0605 TACK COAT	75.000 GAL	.		.	
0150	460.1103 HMA PAVEMENT TYPE E-3	1,120.000 TON	.		.	
0160	460.2000 INCENTIVE DENSITY HMA PAVEMENT	725.000 DOL	1.00000		725.00	
0170	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	21.000 TON	.		.	
0180	465.0310 ASPHALTIC CURB	290.000 LF	.		.	
0190	465.0315 ASPHALTIC FLUMES **p**	36.000 SY	.		.	
0200	520.0124 CULVERT PIPE CLASS III 24-INCH	72.000 LF	.		.	
0210	520.1024 APRON ENDWALLS FOR CULVERT PIPE 24-INCH	2.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

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N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	520.7000 CLEANING CULVERT PIPES	1.000 EACH	.		.	
0230	522.0318 CULVERT PIPE REINFORCED CONCRETE CLASS IV 18-INCH	72.000 LF	.		.	
0240	522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	2.000 EACH	.		.	
0250	601.0557 CONCRETE CURB AND GUTTER 6-INCH SLOPED 36-INCH TYPE D **P**	688.000 LF	.		.	
0260	606.0100 RIPRAP LIGHT	15.000 CY	.		.	
0270	608.0512 STORM SEWER PIPE REINFORCED CONCRETE CLASS V 12-INCH	50.000 LF	.		.	
0280	611.0535 MANHOLE COVERS TYPE J-SPECIAL	2.000 EACH	.		.	
0290	612.0106 PIPE UNDERDRAIN 6-INCH	730.000 LF	.		.	
0300	612.0206 PIPE UNDERDRAIN UNPERFORATED 6-INCH	50.000 LF	.		.	
0310	612.0208 PIPE UNDERDRAIN UNPERFORATED 8-INCH	10.000 LF	.		.	
0320	612.0210 PIPE UNDERDRAIN UNPERFORATED 10-INCH	10.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	612.0212 PIPE UNDERDRAIN UNPERFORATED 12-INCH	10.000 LF	.		.	
0340	612.0700 DRAIN TILE EXPLORATION	50.000 LF	.		.	
0350	612.0806 APRON ENDWALLS FOR UNDERDRAIN REINFORCED CONCRETE 6-INCH	4.000 EACH	.		.	
0360	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 040. 1030-24-81	1.000 EACH	.		.	
0370	619.1000 MOBILIZATION	1.000 EACH	.		.	
0380	621.0100 LANDMARK REFERENCE MONUMENTS	1.000 EACH	.		.	
0390	623.0200 DUST CONTROL SURFACE TREATMENT	7,100.000 SY	.		.	
0400	624.0100 WATER	80.000 MGAL	.		.	
0410	625.0500 SALVAGED TOPSOIL ***	8,400.000 SY	.		.	
0420	627.0200 MULCHING ***	6,405.000 SY	.		.	

SCHEDULE OF ITEMS

REVISED:

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	628.1104 EROSION BALES	70.000 EACH	.		.	
0440	628.1504 SILT FENCE	680.000 LF	.		.	
0450	628.1520 SILT FENCE MAINTENANCE	680.000 LF	.		.	
0460	628.1905 MOBILIZATIONS EROSION CONTROL	2.000 EACH	.		.	
0470	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	2.000 EACH	.		.	
0480	628.2004 EROSION MAT CLASS I TYPE B	2,970.000 SY	.		.	
0490	628.7504 TEMPORARY DITCH CHECKS	168.000 LF	.		.	
0500	628.7555 CULVERT PIPE CHECKS	50.000 EACH	.		.	
0510	628.7560 TRACKING PADS	2.000 EACH	.		.	
0520	628.7570 ROCK BAGS	5.000 EACH	.		.	
0530	629.0210 FERTILIZER TYPE B	6.000 CWT	.		.	

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	630.0120 SEEDING MIXTURE NO. 20	180.000 LB	.		.	
0550	630.0140 SEEDING MIXTURE NO. 40	40.000 LB	.		.	
0560	630.0200 SEEDING TEMPORARY	180.000 LB	.		.	
0570	633.5200 MARKERS CULVERT END	4.000 EACH	.		.	
0580	634.0612 POSTS WOOD 4X6-INCH X 12-FT	3.000 EACH	.		.	
0590	634.0614 POSTS WOOD 4X6-INCH X 14-FT	1.000 EACH	.		.	
0600	634.0616 POSTS WOOD 4X6-INCH X 16-FT	1.000 EACH	.		.	
0610	637.0202 SIGNS REFLECTIVE TYPE II	20.460 SF	.		.	
0620	638.2602 REMOVING SIGNS TYPE II	3.000 EACH	.		.	
0630	638.3000 REMOVING SMALL SIGN SUPPORTS	3.000 EACH	.		.	
0640	642.5201 FIELD OFFICE TYPE C	1.000 EACH	.		.	

Wisconsin Department of Transportation

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DATE: 12/19/12

SCHEDULE OF ITEMS

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CONTRACT:
20130312010PROJECT(S):
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N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0650	643.0100 TRAFFIC CONTROL (PROJECT) 081. 1030-24-81	1.000 EACH	.		.	
0660	643.0300 TRAFFIC CONTROL DRUMS	465.000 DAY	.		.	
0670	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	93.000 DAY	.		.	
0680	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	62.000 DAY	.		.	
0690	643.0900 TRAFFIC CONTROL SIGNS	558.000 DAY	.		.	
0700	643.1050 TRAFFIC CONTROL SIGNS PCMS	62.000 DAY	.		.	
0710	645.0111 GEOTEXTILE FABRIC TYPE DF SCHEDULE A **P**	400.000 SY	.		.	
0720	645.0130 GEOTEXTILE FABRIC TYPE R **P**	45.000 SY	.		.	
0730	646.0106 PAVEMENT MARKING EPOXY 4-INCH	660.000 LF	.		.	
0740	646.0805.S PAVEMENT MARKING OUTFALL	4.000 EACH	.		.	
0750	690.0150 SAWING ASPHALT	366.000 LF	.		.	

SCHEDULE OF ITEMS

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20130312010PROJECT(S):
1030-24-81FEDERAL ID(S):
N/A

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0760	SPV.0060 SPECIAL 009. EROSION CONTROL FILTER BAGS	5.000 EACH	.		.	
0770	SPV.0060 SPECIAL 031. SILT FENCE DRAINAGE OUTLET ROCK BAGS	2.000 EACH	.		.	
0780	SPV.0090 SPECIAL 080. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC STOP LINE 18-INCH	30.000 LF	.		.	
0790	SPV.0105 SPECIAL 089. SURVEY PROJECT 1030-24-81	LUMP	LUMP		.	
0800	SPV.0105 SPECIAL 090. PAVEMENT CLEANUP PROJECT 1030-24-81	LUMP	LUMP		.	
0810	SPV.0105 SPECIAL 098. GRADING, SHAPING, AND FINISHING DITCH	LUMP	LUMP		.	
0820	SPV.0170 SPECIAL 001. TEST ROLLING	7.000 STA	.		.	
0830	SPV.0180 SPECIAL 001. GEOGRID REINFORCEMENT	3,976.000 SY	.		.	
0840	SPV.0180 SPECIAL 002. GEOTEXTILE FABRIC TYPE FF	100.000 SY	.		.	
0850	SPV.0195 SPECIAL 002. BASE AGGREGATE DENSE 1 1/4-INCH SPECIAL	3,740.000 TON	.		.	
0860	SPV.0195 SPECIAL 006. SELECT SUBBASE	1,855.000 TON	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130312010PROJECT(S):
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N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0870	SPV.0200 SPECIAL 001. MANHOLES 4-FT DIAMETER SPECIAL	10.000 VF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE