

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 6

| COUNTY | STATE PROJECT ID | FEDERAL PROJECT ID | PROJECT DESCRIPTION | HIGHWAY |
|--------|------------------|--------------------|---|---------|
| Dane | 6020-02-72 | WISC 2013 375 | Madison - DeForest Road Vinburn Road - CTH V | USH 51 |
| Dane | 6020-02-74 | | Madison - DeForest Road Vinburn Road - CTH V Sanitary Sewer and Water Main | USH 51 |

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, \$ 420,000.00 Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE. |
| Bid Submittal Due Date: August 13, 2013 Time (Local Time): 9:00 AM | Firm Name, Address, City, State, Zip Code |
| Contract Completion Time May 22, 2015 | SAMPLE NOT FOR BIDDING PURPOSES |
| Assigned Disadvantaged Business Enterprise Goal DISC % | This contract is subject to 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 Structure B-13-599/600, removals, excavation common, borrow, base aggregate dense, concrete pavement, HMA pavement, roundabouts, culvert pipe, concrete curb and gutter, storm sewer, steel plate beam guard, fence, landscaping, signing, traffic control, pavement marking, lighting, sanitary sewer, water main. | Date Guaranty Returned |
| Notice of Award Dated | |

**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)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

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.

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 6020-02-72, USH 51, Madison – DeForest Road, Vinburn Road – CTH V, and for Project 6020-02-74, USH 51, Madison – DeForest Road, Vinburn Road – CTH V, Sanitary Sewer and Water Main, both projects in Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2013 Edition, as published by the department, and these special provisions.

Construct the sanitary sewer and water main bid items conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition. If there is a discrepancy or conflict between this referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

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.

2. Scope of Work.

The work under this contract shall consist of Structure B-13-599/600, removals, excavation common, borrow, base aggregate dense, concrete pavement, HMA pavement, roundabouts, culvert pipe, concrete curb and gutter, storm sewer, steel plate beam guard, fence, landscaping, signing, traffic control, pavement marking, lighting, sanitary sewer, water main and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

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3. Prosecution and Progress.

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

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

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

Schedule weekly coordination meetings with the department, and provide a 2 week schedule of operations for all anticipated work, including a description of the type of work, and all anticipated closures for the upcoming weeks.

Absolutely no construction equipment is allowed to cross USH 51 or any existing roadway at any time. Crossing of Mueller and CTH V will be allowed at the times and locations approved by the engineer. The contractor must provide Flaggers while crossing any live traffic until these roads are closed for construction.

Construction equipment is not allowed on any permanent pavement at any time. Only legal loads are permitted on permanent pavements.

The contract time for completion of stage 1 through stage 4 work is based on an expedited work schedule and may require extraordinary forces and equipment.

Due to girder stability, creep, and other concerns, late season placement of girders in 2013 to carry over until spring 2014 is not permitted without approval by the engineer and Bureau of Structures.

Interim Completion Date, Stage 1, temporary USH 51/ CTH V intersection, TR1, TR3, Stage 2, Ball Ct, and USH 51 southbound lanes grading

Complete the Stage 1 work necessary to complete the temporary intersection of USH 51 from Station 110+00 TR1 to Station 148+00 TR1, and CTH V from Station 47+64 TR3 to Station 51+10 TR3, and Ball Ct from Station 247+50 "NT" to Station 252+15 "NT", and Grading and basecourse on southbound lanes Station 519+00 to Station 571+00 prior to 12:01 AM November 15, 2013. Complete the following work, and any associated work as determined by the engineer:

- Temporary Pavement on TR1, TR2, and TR3, Ball Ct, and CTH V
- Temporary Pavement and HMA pavement on Ball Ct to open to CTH V
- Curb and gutter
- Storm sewer
- Shouldering
- Temporary and permanent pipes
- Erosion control, temporary and permanent
- Permanent and temporary signing as appropriate
- Pavement marking and all work necessary to open the temporary USH 51 bypass to traffic
- Grading and basecourse on southbound lanes Station 519+00 to Station 571+00

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the Stage 1 work necessary to complete the temporary intersection of USH 51 from Station 110+00 TR1 to Station 148+00 TR1, and CTH V

from Station 47+64 TR3 to Station 51+10 TR3, and Ball Ct from Station 247+50 “NT” to Station 252+15 “NT”, and Grading and basecourse on southbound lanes Station 519+00 to Station 571+00 prior to 12:01 AM November 15, 2013, the department will assess the contractor \$2,500 in interim liquidated damages for each calendar day that the work described above is not completed after 12:01 AM, November 15, 2013. An entire calendar day will be charged for any period of time within a calendar day that the work is not complete.

Interim Completion Date, Stage 4

The completion of stage 4 work to opening USH 51 and CTH V to all lanes is based on an expedited work schedule and may require extraordinary forces and equipment.

Complete all the work through stage 4 necessary to reopen USH 51 mainline from Station 452+00 - Station 572+00 to four lanes of through traffic prior to 12:01 AM November 21, 2014. Open new USH 51 mainline and ramps after completing the following work, and any associated work as determined by the engineer:

USH 51

- Concrete Pavement, Station 452+00 - Station 572+00
- Bridges B-13-599 and 600
- CTH V Interchange including operation of roundabout and all ramps
- Storm and Sanitary sewer
- Sidewalks and shared-use paths
- Shouldering and rumble strips
- Beam guard
- Lighting
- Landscaping
- Permanent signing including Type 1 signs and overhead monotubes
- Pavement marking

CTH V

- Asphalt Pavement Station 14+00 “CV” – Station 99+00 “CV”
- Landscaping
- Shouldering
- Beam guard
- Permanent signing
- Pavement marking

Supplement standard spec 108.11 as follows:

If the contractor fails to complete all the work through stage 4 necessary to reopen USH 51 mainline from Station 452+00 - Station 572+00 to four lanes of through traffic prior to 12:01 AM November 21, 2014, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that the roadway remains closed after

12:01 AM, November 21, 2014. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Replace standard spec 108.10.2.2(1) as follows:

- (1) The engineer will award a time extension for severe weather on calendar day and completion date contracts. Submit a request for severe weather days if the number of adverse weather days, as defined in standard spec 101.3, exceeds the anticipated number of adverse weather days tabulated below.

Total Anticipated Adverse Weather Days for Each Calendar Month[2]

| | |
|-----------|-------------------------|
| Jan[1] 31 | Aug 6 |
| Feb[1] 28 | Sept 7 |
| Mar[1] 31 | Oct 6 |
| April 6 | Nov 1 through 15 2 |
| May 7 | Nov 16 through 30[1] 15 |
| June 7 | Dec[1] 31 |
| July 6 | |

[1] Includes an anticipated winter suspension from November 16 through March 31.

[2] The number of days will be modified in the special provision for year-round and painting contracts.

The department will not grant time extensions to the interim completion date for the work specified above for the following:

1. Labor disputes that are not industry wide.
2. Delays in material deliveries.

Time extensions will only be applied to the nearest forward interim or completion date. A time extension granted to an interim date will not result in an extension to a subsequent interim completion date or the project completion date. Time extensions will be applied as a continuous extension to the interim or completion dates and will not be allowed to be carried over any winter suspension period or into the following calendar year.

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

Perform the work in the order shown on the Construction Staging plans and as hereinafter detailed. Changes to the construction staging will not be permitted unless the engineer approves modifications to the schedule. The construction operations listed in the construction staging descriptions below are not a complete list of the operations required to complete this project; additional operations may be required.

The following construction and traffic control activities are anticipated for the various stages. Additional construction staging concepts are shown in the plan details.

Stage 1 – Construct temporary facilities while traffic is maintained on existing USH 51.

Stage 1A: USH 51 temporary bypass

While traffic remains on existing USH 51, construct;

- Ball Ct. Station 251+00 “NT” to Station 253+53 “NT”, (new Ball Corporation entrance.)
- Install temporary barrier wall from Station 109+00 TR1 to Station 115+00 TR1 to provide work zone for TR1 tie in work to existing USH 51.
- Temporary USH 51 bypass from Station 110+00 TR1 to Station 123+00 TR1 and Station 124+50 TR1 to Station 148+00 TR1 including grading, base course, pipes, temporary asphalt pavement, shoulders, pavement marking, shouldering, temp signing and all work necessary to open to traffic. Use shoulder closure for grading work and SDD “Flaggers for Single Lanes Closures Suitable for Moving Operations” for paving operations during non peak hours as defined in article 4B to complete tie in work from Station 143+00 TR1 to Station 150+00 TR1 done adjacent to USH 51 traffic. Do not leave drop offs greater than 2” during non working hours.
- Temporary USH 51 bypass from Station 134+00 TR2 – Station 143+40 TR2 including grading, base course, pipes, temporary asphalt pavement, shoulders, pavement marking, shouldering, temp signing and all work necessary to open to traffic.
- Begin grading USH 51 southbound mainline lanes from Station 519+00 to Station 571+00.
- Begin grading of USH 51 mainline northbound and southbound from Station 452+00 “NB” to Station 498+50 “NB”.
- Begin grading of Northbound off Ramp “NX.”

CTH V/Mueller Road intersection remains open during this stage. Maintain USH 51 access to Ball Corporation at all times. Do not remove USH 51 access until the alternate access is provided via new Ball Corporation entrance. Notify Ball Corporation 2 days in advance of access location change. Contact Aaron Hatleberg at (608) 842-2113.

Stage 1B: Temporary CTH V intersection

After September 13, 2013, CTH V may be detoured for 5 calendar days to complete this work. While traffic remains on existing USH 51, complete the following;

- Set up detour using CTH I, CTH DM and CTH C as shown in the plans.
- Construct temporary USH 51/CTH V intersection, Station 124+50 TR1 - Station 130+00 TR1.
- Construct temporary CTH V, Station 47+64 TR3 to Station 51+10 TR3 as shown in the plans.
- Construct Ball Ct Station 247+50 “NT” to Station 251+00 “NT” including temporary pavement tie in to existing CTH V.
- Grading and base on USH 51 southbound mainline lanes from Station 519+00 to Station 571+00.

- Pavement markings and signing on TR1 and TRT3 as indicated in plans.
- Continue grading of USH 51 mainline northbound and southbound from Station 452+00 “NB” to Station 498+50 “NB”.
- Continue grading of Northbound off Ramp “NX.”

Stage 1C: CTH V is open via temp intersection and existing CTH V east. Existing Mueller Road is also opened. Open Ball Ct to CTH V to provide access to new Ball corporation entrance. Traffic remains on existing US 51 and CTH V configuration for winter shut down unless needed to continue stage 2 work.

Optional work during Stage 1:

- CTH V from Station 37+50 CV to Station 94+00 CV.

Winter Condition -

Keep traffic on existing USH 51 during winter conditions as shown in the traffic control plans. Do not utilize temporary USH 51 bypass road, TR1 unless needed to continue Stage 2 work, abutment grading and substructure work on B-13-599/600. Close up any grading areas with appropriate erosion control measures prior to winter shutdown including silt fence, topsoil, seed, mulch, erosion mat, inlet protection etc as the engineer directs.

Stage 2: – Switch traffic to temporary USH 51, TR1 and TR3 to construct mainline USH 51 southbound lanes from Station 519+00 to 571+00

While USH 51 traffic remains on existing USH 51 and temporary bypass lanes, complete the following:

- Begin abutment fills for B-13-599/600 to provide for substructure work. Expediting this work into fall of 2013 could result in earlier moves of ATC temporary poles necessary for bridge substructure construction in winter/spring 2014. Coordinate with ATC contact as shown in Article 7.
- Complete USH 51 southbound lanes from Station 519+00 to Station 572+00 including grading, base course, pipes, concrete pavement, asphalt pavement binder courses only Station 552+00 – Station 572+00, shoulders, temporary and permanent pavement marking, shouldering, temp signing and all work necessary to open to counter directional traffic. Use shoulder closure for grading work and SDD “Flaggers for Single Lanes Closures Suitable for Moving Operations” for paving operations done adjacent to USH 51 traffic during non peak hours as defined in Article 4B to complete tie in work in transition areas from approximately Station 566+00 to Station 574+00. Do not leave drop offs greater than 2” during non working hours.
- Complete CTH V from Station 37+50 CV to Station 64+00 CV to base course at minimum and driveway D1 and D3 to provide permanent access to soccer field and property owner. Maintain temporary US 51 access to Lindy property at Station 517+00 “NB” until this new permanent access is provided.

- Complete Mueller Road and CTH V intersection tie ins Station 36+50 “CV” to Station 37+00 “MU” including grading, base course, pipes, c&g, asphalt pavement, shoulders, temporary or permanent pavement marking and signing as appropriate, and all work necessary to open to traffic to provide access to the Soccer field, Windsor Town hall, and Dane County Sheriffs station. Mueller Road may be closed up to 5 calendar days to do this work.
- Continue construction of USH 51 mainline northbound and southbound from Station 452+00 to Station 498+50.
- Begin construction of structures B-13-599 and B-13-600.
- Continue construction of Northbound off Ramp “NX.”
- Begin construction of CTH V from Station 64+00 “CV” to Station 94+00 “CV”.
- Complete Grinde Road cul-de-sac.
- Complete construction of Shaun Williams Trail, Station 14+10 “SW” to Station 20+00 “SW”.

Stage 3 – Construct remaining USH 51 northbound and southbound lanes and CTH V structures.

Stage 3A: Traffic on new SB lanes, temporary USH 51 and existing USH 51.

- Switch USH 51 traffic to counter directional on the newly constructed southbound lanes from mainline Station 519+00 to Station 572+00, and temporary USH 51 bypass lanes TR1 and TR2 and existing USH 51.
- Provide a temporary access to existing CTH V (east) at Station 552+00 RT. Adjust as necessary for paving operations.
- Complete northbound mainline USH 51 from Station 452+00 to Station 569+00 and southbound mainline USH 51 from Station 452+00 to approximately Station 505+00 including grading, base course, pipes, concrete pavement, shoulders, rumble strips, temporary and permanent pavement marking, shouldering, temp signing and all work necessary to open to counter directional traffic. Place asphalt binder courses Station 552+00 to approximately Station 568+00.
- Complete northbound USH 51 on Ramp “NN” from Station 525+42 “NN” to 500+64 “NN” and off Ramp “NX” to Station 495+77 “NX.”
- Complete NB structure B-13-599.
- Begin construction of the northbound ramp roundabout first. Keep USH 51/CTH V (west) intersection open and complete construction as much as practical of the northbound roundabout, prior to closing CTH V (west) for construction of the North Towne Road roundabout. Do not close and detour CTH V until work on the North Towne rd roundabout needs to begin. At that point, close CTH V and detour along CTH I, CTH DM and CTH C as shown in the plans for North Towne Road roundabout construction.
- Construct Holum Street Temporary Intersection “TR4” and Crossover “TR5.”
- Begin construction of North Towne Road from Station 226+00 NT to Station 238+00 NT.
- Continue constructing CTH V from Station 60+00 CV to Station 94+00 CV.

Stage 3B: Traffic counter-directional on new NB lanes.

- Switch USH 51 to counter directional on new northbound mainline from Station 495+00 to Station 573+00. Utilizing crossover “TR5,” southbound USH 51 traffic is switched to the new southbound lanes at Station 495+00.
- Complete southbound mainline USH 51 from Station 505+00 to Station 519+00 including grading, base course, pipes, concrete pavement, shoulders, rumble strips, permanent pavement markings, shouldering, and all work necessary to open mainline southbound directional traffic from Station 452+00 to Station 573+00.
- Complete southbound USH 51 on Ramp “SN” to Station 498+07 “SN” and off Ramp “SX.” to Station 502+12 “SX.”
- Pave asphalt surface course and place permanent pavement markings on northbound and southbound USH 51 mainline from Station 552+00 to approximately Station 568+00. Mill and overlay pavement adjacent to tie in at the north transition Station 568+00 “NB” to Station 573+00 “NB” prior to opening to bi-directional traffic in Stage 4. Use SDD Flaggers for Single Lanes Closures Suitable for Moving Operations for paving operations during non peak hours as defined in article 4B. Complete milling and paving in a same day operation closing up the milled portion with asphalt pavement at the end of each day. Do not mill any further than can be repaved in a single day work period.
- Begin constructing southbound ramp roundabout.
- Complete SB structure B-13-600.
- Utilizing temporary access to existing CTH V (east) at Station 552+00 RT for property owners, construct tie-ins to CTH V from Station 94+00 CV to Station 99+00 CV and Windsor Way from Station 45+00 GI – Station 48+00 GI.
- Complete and open CTH V from Station 37+00 CV to Station 99+00 CV.
- Remove south crossover X3 from US 51 mainline Station 409+00 “NB” to Station 169+00”NT”. Reestablish drainage and restore area.
- Place permanent pavement markings and signing while SB lanes are vacated from mainline Station 487+00 to Station 568+00.
- Continue construction on North Towne Road from Station 219+20 “NT” to Station 238+00”NT”.

Stage 4 – Traffic is directional on new USH 51 northbound and southbound lanes.

- Switch southbound traffic to new southbound lanes from Station 452+00 to Station 573+00.
- Close northbound and southbound median and outside lanes as necessary to complete permanent pavement marking, rumble strips, permanent signing, landscaping, temporary crossover and temporary road removals and restoration as necessary.
- Complete CTH V from Station 14+00 CV to Station 37+00 CV, including the roundabouts at North Towne Road, SB USH 51 on Ramp “SN” and off Ramp “SX,” and northbound USH 51 on Ramp “NN” and off Ramp “NX.” including grading, base, storm sewer, curb and gutter, asphalt pavement, signing and pavement markings, lighting, sidewalks and bike paths, landscaping and all incidentals. Remove CTH V detour as soon as completed.

- Upon completion of roundabout work open CTH V interchange, all mainline lanes of USH 51 from Station 452+00 to Station 573+00, all ramps, and CTH V from Station 14+00 CV to Station 99+00 CV. Remove and restore crossover “TR5”.
- Upon completion, open North Towne Road from CTH V to Holum Street (Station 219+00 NT to Station 238+00) and Ball Ct from Station 248+00 NT to Station 250+50 NT to provide access to the CTH V interchange and USH 51. Remove and restore Holum Street temporary Intersection “TR4.”
- Remove CTH V(east), Windsor Way, access to USH 51 and construct Windsor Way cul-du-sac.
- Mill and overlay Windsor Way from Station 36+00 GI to Station 45+00 GI utilizing SDD 15C12-3 “Flaggers for Single Lanes Closures Suitable for Moving Operations”. Complete paving within 3 days of milling surface.

Stage 5 – USH 51, CTH V and interchange are open, mill and repave North Towne Road.

- Close North Towne Road from Gray Road to Holum Street, Station 132+00 “NT” to Station 219+20 “NT” for construction of Curb and Gutter from Station 210+50 “NT” to Station 219+00 “NT”, storm sewer work, landscaping and milling and overlay of asphalt pavement. This portion of North Towne rd may be closed for 30 calendar days. Keep Vinburn Road open to thru traffic except when milling and paving through.
- Keep North Towne road open from ST 126+00 “NT” to Station 132+00 “NT” and use SDD 15C12-3 “Flaggers for Single Lanes Closures Suitable for Moving for mill and overlay operations during non peak hours as defined in article 4B. Complete milling and paving in a same day operation closing up the milled portion with asphalt pavement at the end of each day. Do not mill any further than can be repaved in a single day work period.

Additional daily northbound and southbound median and outside lane closure are allowed in this stage as approved by the engineer to complete signing, and temporary crossover and temporary road removals and restoration as necessary not completed in stage 4.

4. Traffic.

A General

USH 51

USH 51 traffic will remain on the existing and temporary roadway until Stage 3A, when traffic will be shifted to counter-directional on the newly-constructed SB lanes from Station 519+00 to 571+00. In stage 3B, traffic will be switched to counter-directional on the new northbound lanes, utilizing a temporary crossover for southbound traffic at mainline Station 495+00. USH 51 traffic will remain on the northbound lanes until the southbound lanes are completed, when traffic shall be switched to directional on the newly constructed northbound and southbound lanes. Do not close the median lane and the outside shoulder for a direction of traffic at the same time in the same location.

CTH V (west) / Mueller Road

Keep CTH V / Mueller Road open to traffic at all times during Stage 1A. CTH V intersection can be closed for up to 5 calendar days for construction in stage 1B. Set up detour after September 13, 2013 as shown in the plans. Use changeable message boards to pre-warn motorists 7 days before closing. Coordinate with the Windsor and DeForest School District to accommodate the daily school bus schedule at least 7 days prior to closing and roads. Contact Richard Eakins, Phone: (608) 846-3939 or (608) 512-5325 cell. Also notify the DeForestArea Fire Department, Chief Paul Nelson at (608) 846-4364 and Dane County Sherriff's Precinct on Mueller Road. Keep CTH V west to USH 51 open as long as practical while work is done on the northbound ramp roundabout before closing and detouring CTH V (west) for construction of the southbound ramp and North Towne Road roundabouts in stage 3A, 3B and 4.

CTH V east of USH 51 (new Windsor Way)

Maintain and provide access via existing or temporary connections to existing CTH V (east) during Stage 1 through Stage 4 or until access can be provided via the new CTH V from Station 14+00 CV to Station 99+00 CV.

North Towne Road

At the completion of the CTH V interchange and Stage 4, traffic uses North Towne Road to access Holum Street. During stage 5, North Towne Road is closed between Gray Road and Holum Street for milling and paving operations. Do not close until access to the CTH V interchange and USH 51 is provided. Vinburn Road at North Towne road is to remain open to through traffic but can be closed to traffic when paving the intersection. Use SDD "Flaggers for Single Lanes Closures Suitable for Moving Operations for milling and paving of Holum Street.

Lindy Driveway Station 516+75 RT

Maintain access to USH 51 at Station 516+75 RT until the private driveway "D3", Station 60+00 CV, LT is constructed in stage 2 as shown in the plans.

Shawn Williams Trail

Do not remove USH 51 access located at Station 547+50 until a new access is provided via new Shawn Williams Trail constructed in Stage 2.

Mueller Road

Maintain access to the Lindy soccer fields via Mueller Road or CTH V at all times unless approved otherwise. Contact Keith McNeese, President of the Norski Soccer Club, (keithmcneese@charter.net), (608) 213-0938 to coordinate times and days when the soccer field may not be in use and may not need access.

Mueller Road may be closed up to 5 calendar days for tie in work to the new CTH V. To provide access to Dane County Sherriff's station on Mueller Road, do not close Mueller Road and CTH V east at the same time. Notify Dane County Sherriff's Precinct on Mueller Road at least 3 days prior to upcoming closures or construction operations that would require patrol vehicles to use other routes. Contact Lt. Samson at (608) 283-3941.

Grinde Road

Keep Grinde Road access to USH 51 through Stage 1 and keep open through winter of 2013/14 unless stage 2 work begins in fall 2013. Access can be permanently removed for stage 2 work. Construct the cul-de-sac at the time of access removal for school bus and plow turn arounds.

Use PCMS to pre-warn motorists of all road closures 7 days in advance of closure. Keep in place during short term closures and remove after closure is no longer needed.

Temporarily close CTH V while installing bridge girders for Structure B-13-591/600, using flaggers during off-peak hours as defined in Section B Definitions of this article.

Lane closures with a flagging operation per SDD Traffic Control for Lane Closure (Suitable for Moving Operations) can only be used during off-peak hours as defined in this article.

B Definitions

The following definitions shall apply to this contract:

Peak Travel Periods:

6:00 AM to 8:30 AM Monday, Tuesday, Wednesday, Thursday and Friday
3:00 PM to 6:00 PM Monday, Tuesday, Wednesday, and Thursday
2:00 PM to 6:00 PM Friday

Off-Peak Hours:

8:30AM to 3:00 PM Monday, Tuesday, Wednesday, and Thursday
8:30AM to 2:00 PM Friday
6:00 PM to 9:00 PM Monday, Tuesday, Wednesday, and Thursday
6:00 PM Friday to 6:00 AM Monday

Night-Time Work Hours:

9:00 PM to 6:00 AM

C Advance Notice for Lane Closure System

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

| Requested Closure or Restriction | Calendar Days |
|--|----------------------|
| Project Start | 10 calendar days |
| Lane closures (without width restriction) | 3 business days |
| Lane closures (with width restriction) | 7 calendar days |
| Construction stage changes | 7 calendar days |
| Local Street (side road) openings/closings | 7 calendar days |
| Intersection cross-traffic closures | 7 calendar days |

Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

The department has the authority to disallow any requested closures or width restrictions.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 51 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 Wednesday, November 27, 2013 to 6:00 AM Monday, Dec. 2, 2013 for Thanksgiving;
- From noon Friday, December 20, 2013 to 6:00 AM Thursday, January 2, 2014 for Christmas and New Year's;
- From noon Friday, April 18, 2014 to 6:00 AM Monday, April 21, 2014 for Easter;
- From noon Friday, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day;
- From noon Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
- From noon Friday, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day;
- From noon Wednesday, November 26, 2014 to 6:00 AM Monday, Dec. 1, 2014 for Thanksgiving;
- From noon Friday, December 19, 2014 to 6:00 AM Friday, January 2, 2014 for Christmas and New Year's.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Robert Lex at (608) 246-5622.

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7. Utilities.

This contract comes under the provisions of Administrative Rule TRANS 220. (090208) 107-065

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

Madison Gas & Electric – Gas

Madison Gas & Electric has a gas line located within the project limits. Work will be completed prior to and during construction. However, utility work being done during construction is not expected to interfere with work on the project.

Madison Gas & Electric will be replacing an existing gas main along Mueller Rd. to a new location approximately 10 feet from the new southern right-of-way line. It will be installed from approximately Station 30+00 “CV” to approximately Station 41+50 “CV”. This work will be started the beginning of July and will be complete by the end of August 2013.

Madison Gas & Electric will also replace a section of 12 inch high pressure gas main on the east side of USH 51 north of existing CTH V (east). The 12 inch pipe will be relocated from approximately Station 552+00 to Station 572+00 within 10 feet from the eastern edge of the new USH 51 right-of-way. This work will be starting early September and will be completed prior to October 31, 2013.

If work is being performed within two feet of an existing main contact MG&E for a watchdog to be present. A call should be placed 24 hours in advance of work.

Contact for Madison Gas & Electric is Steve Beversdorf 133 S Blair St Madison, WI 53701, sbeversdorf@mge.com, office (608)-252-1552, mobile (608)-444-9620.

Charter Communication

Charter communications has overhead cable located within the project limits but has no direct conflicts with the project. Charter Communications has cable attached to several of ATC’s poles from approximately Station 185+00”NT” – Station 219+00 “NT”, which are not in conflict with the project.

Contact for Charter Communications is Brandon Storm 2701 Daniels St. Madison, WI 53718, (608)-274-3822, brandon.storm@chartercom.com .

Alliant Energy – Elec.

Alliant Energy has underground and overhead facilities located within the project limits. All of Alliant Energy’s work will be done prior to September 15, 2013.

Overhead Work:

All poles located north of CTH V belong to Alliant energy. Poles located south of CTH V are owned by ATC. Please see ATC's section for more information.

Alliant will be placing four new poles on the west edge of the new right-of-way starting at approximately Station 505+80, 225 feet LT. This pole will be met with an underground line from the south (see Underground Work for additional details). The other three poles will be placed at approximately Station's: 509+00 left, 510+50 left, and 512+75 LT to within 10' of the new right-of-way line. Existing poles at the old right-of-way will be removed.

Alliant will have another new pole line, beginning at approximately Station 521+15, 120 feet RT to replace the existing poles on the west side. The new line will be located on the east side of USH 51 and travels north following the new USH 51 right-of-way. The line will be bored under USH 51 crossing to the west side at approximately Station 551+60. Risers will be located on either side at approximately 110 feet RT and 140 feet LT. The overhead line then continues north on the west side following new USH 51 right-of-way. All old poles on the east side of USH 51 will be abandoned and removed.

Underground Work:

An underground line will be installed to the new pole location at 505+80, 225 feet LT before heading south then following the north side of the new CTH V right-of-way west for approximately 150 feet. The line then crosses to the south side of CTH V at Station 23+50 "CV" at an approximate depth of 9 feet.

The line then splits, one line heads west following the south side of the new CTH V right-of-way crossing North Towne Rd at approximately Station 239+15 "NT" at a depth of 7 feet, before continuing west to an ATC structure located at approximately Station 18+00 "CV".

The second line from the split heads in a south easterly direction following the USH 51 ramp right-of-way at an approximate depth of 32 inches before crossing North Towne Road at approximately Station 229+00 "NT". The line then follows along the west side of North Towne Road right-of-way in a southerly direction. The line comes to a riser on an ATC pole located at approximately Station 224+50 "NT" left. The line is then overhead for one span to approximately Station 220+40 "NB" then is bored underground, crossing both North Towne Road and USH 51 at approximately Station 481+20 "NB" at a depth of four feet from existing grade. The line continues north along the east side of the new USH 51 right-of-way then along the south side of the new CTH V right-of-way at a depth of approximately 32 inches before terminating at an ATC pole located at approximately Station 40+00 "CV", 175 feet RT. A second parallel circuit will head back west from the same ATC pole to an existing underground crossing located at approximately Station 34+60 "CV". Alliant will also bore a crossing between poles at approximately Station 551+60 left/right this will be bored to an approximate depth of nine feet. It is anticipated that this work will be complete by September 1.

Contact for Alliant Energy is Lisa Meyer, 6462 Blanchars Crossing, Windsor, WI 53598, (608) 842-1704 office / (608) 219-1502 cell.

American Transmission

American Transmission has overhead high voltage facilities located within the project limits. Work will be done prior to and during construction.

ATC will be doing their work in three phases as follows:

Phase 1

To provide for Stage 1 construction, ATC will be relocating their existing facilities south of CTH V to a series of temporary and permanent poles to the following locations. Phase 1 will be completed by October 1, 2013.

Temporary Pole Locations

| | |
|--------------------------------|--------------------------------|
| 24+48 "CV" 88 feet right (T1) | 490+50 "SN" 140 feet left (T5) |
| 499+22 "SN" 49 feet left (T2) | 26+63 "CV" 8 feet right (T6) |
| 497+03 "SN" 85 feet left (T3) | 28+32 "CV" 39 feet right (T7) |
| 493+92 "SN" 131 feet left (T4) | |

Permanent Pole Location

224+53 "NT" 48 feet left (L5)
38+44 "CV" 91 feet right (303)

Phase 2

To provide for the remaining construction stages, ATC will be relocating their existing facilities south of CTH V to a series of temporary and permanent poles to the following locations. Phase 2 will be completed by March 1st 2014. The contractor needs to coordinate with ATC for poles relocated in new fill areas.

Temporary Pole Location

28+06 "CV" 185 feet right/ 497+34 "NB" 148 feet left (T9)

Permanent Pole Locations

| | |
|--------------------------------|--------------------------------|
| 18+00 "CV" 52 feet right (296) | 33+07 "CV" 95 feet right (301) |
| 20+47 "CV" 64 feet right (297) | 35+64 "CV" 50 feet right (302) |
| 24+32 "CV" 87 feet right (298) | |

Phase 3

All temporary poles will be removed and placed with permanent pole locations in Phase 3 after construction.

Permanent Pole Locations

489+31 "SN" 93 feet left (4) 494+81 "SN" 79 feet right (2)
491+77 "SN" 31 feet left (3) 497+40 "NB" 148 feet left (299)

Contact for American Transmission is Mike Olsen 801 O'keefe Rd. P.O. Box 6113, De Pere, WI 54115, office (920) 338-6582 / (920) 660-2390 mobile, molsen@atcllc.com.

CenturyLink

CenturyLink has underground fiber and copper line facilities within the project limits. Work is expected to start the spring of 2013 and will be completed by September 1, 2013.

USH 51 and CTH V:

Century Link cables located south of Station 464+40 LT will remain in place and operational. North of Station 464+40 LT, CenturyLink will abandon the existing copper and fiber cables and replace existing facilities with new copper and fiber cables along the new USH 51 west right-of-way line. Copper will continue north until crossing USH 51 and both ramps "NX", ramp "SN" to the east side at Station 483+85. Once across it will continue north outside of the new USH 51 right-of-way and head east down CTH V following the new CTH V right-of-way to an existing pedestal located at approximately Station 34+20 "CV" right. The copper line will split off this line and cross CTH V inside of a 288 foot duct at approximately Station 34+20 "CV" at a depth of approximately eight feet. All other cables in this area will be abandoned in place. The copper line will continue north just outside of new USH 51 right-of-way on private easement until Station 510+65 "NB", 125 feet right where it will splice into an existing copper and cross USH 51 and ramp "NN" and "SX". It will be spliced into existing copper lines at two new peds located at approximately Station's 510+65 "SB", 100 feet left and 512+65 "SB", 110 feet left. Both existing copper lines heading west and will remain in place and operational.

Grinde Road and CTH V Work:

At the Grinde Rd./ USH 51 intersection all existing facilities will be abandoned in place. A new copper line will be installed from an existing pedestal at approximately Station 27+75 "GI" LT. The line will head east following the right-of-way until crossing USH 51 to a pedestal at approximately Station 553+95, 110 feet right. The copper cable then splits, one, following the east USH 51 right-of-way line north where it crosses USH 51 heading west to an existing pedestal at approximately Station 573+00 left. The second cable from the ped at Station 553+95 follows the north right-of-way line for Windsor way. The copper line then splices into a pedestal at approximately Station 36+50 "GI" left where it is split again. One line crossing Windsor way and following the USH 51 right-of-way southward to an existing pedestal at Station 549+00 right. The other splice from the pedestal located at Station 36+50 "GI" LT heads east along the north right-of-way line of Windsor Way and splices into an existing pedestal outside of project limits. This line has lateral crossings at Station's (39+00 "GI" approx. 8 foot depth), (46+00 "GI" approx. 8 foot depth), and (96+15 "CV" approx. 10 foot depth) into existing pedestals.

Contact for CenturyLink is Steve Bishop 130 4th St PO Box 49 Baraboo, WI 53913, (608) 963-8594, steve.bishop@centurylink.com .

City of DeForest – Water

The City of DeForest has water lines within the project limits. New water lines will be installed as part of this contract see plans and contract for more details.

Contact for the City of DeForest Utilities is Deane Baker (Director of Public Works), 306 DeForest St., DeForest, WI 53532, (608) 846-6751, bakerd@vi.deforest.wi.us .

8. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

Village of DeForest personnel will inspect construction of sanitary sewer and water main; provide construction staking, conduct testing, and provide final acceptance of the sanitary sewer and water main construction under this contract.

105-001 (20061009)

9. Other Contracts.

The following projects will be under construction concurrently with the work under this contract:

Project 6020-02-71, USH 51, Madison – DeForest, Reardon Road - Vinburn Road. This project is the first half of the two part project and is expected to be completed in April 2014. Contact Bob Lex, Project Manager, at (608) 246-5622 to discuss Project 6020-02-72.

Project 6085-00-76, STH 19, IH 39 – Sun Prairie, Token Creek Structures B-13-608-609. This Project is scheduled to be let in November 2012 with a completion date of August 2013. The project consists of replacing and widening both east and westbound bridges on STH 19. Contact Michael Rampetsreiter, WisDOT Southwest Region – Madison Office, Project Manager, at (608) 246-7917 to discuss Project 6085-00-76.

Project 1011-04-77, Madison – Portage, (CTH I Overpass B-13-0639). The structure on CTH I over IH 39 will be reconstructed in from May to September 2013 and will be detouring traffic using CTH V through this project. The completion date is September 13, 2013. Contact Bill Strobel, WisDOT Southwest Region Project Manager at (608) 242-8009 for additional information on this project. Because the USH 51 project will use CTH I as a detour route, CTH V may not be closed for stage 1B work until after September 13, 2013 or this project is open to traffic.

Project 1010-00-72, Madison – Lake Delton Road (Lien Road – USH 51). This project is scheduled to be let in November 2012 and anticipated to begin construction in March of 2013. The project limits are from 1700 feet south of Lien Road to the northern end of the

USH 51 interchange ramps. The project consists of placing a 4 inch overlay on the interstate and extending two of the USH 51 exit ramps along the interstate. Contact Curt Neuhauser, WisDOT Southwest Region – Madison Office, Project Manager, at (608) 245-2676 to discuss Project 1010-00-72.

10. 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 a meeting prior to work each construction season

11. Coordination with Property Owners.

The contractor shall arrange and conduct a meeting between the contractor, the department, and property owners 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 an additional meeting prior to work in each construction season.

The contractor shall be required to maintain access for emergency vehicles, law enforcement vehicles, and school buses that can't use another route during construction. The contractor shall also be required to maintain access to all driveways. The construction engineer will be required to see that this commitment is completed.

The department and the contractor will work with farmland owners where access is relocated to ensure adequate access is provided for safe and efficient operation of farms. Construction activities will be done to minimize crop damage, soil compaction and erosion on adjacent farmland. USH 51 will be constructed as a freeway with no access except at interchanges; however, the contractor will be required to maintain access to all driveways and field entrances during construction operations until the alternate access is provided.

12. Notice to Contractor – Borrow Site.

A potential borrow site may be available adjacent to the project on the east side of USH 51 north of Mueller Road. Contact Charles Linde at (608) 846-3236 for more information about this material.

A potential borrow site is available adjacent to the project on the east side of USH 51, west of the new CTH V, and north of Mueller Road. Contact Kevin Richardson at (608) 846-3854 for more information about this material.

13. Traffic Control Surveillance and Maintenance.

Modify standard spec 643.5.3 with the following:

Perform Traffic Control Surveillance and Maintenance during the winter condition periods from December 14, 2013 to March 14, 2014. Every Monday morning and Thursday afternoon.

- After any snow or freezing rain event.
- When directed by the engineer.

The contractor also needs to respond within one hour of notification to an incident of a vehicle collision with the temporary barrier wall or temporary crash cushion, or to any hazard created by a traffic control device that may delay or become a safety concern to traffic.

14. Notice to Contractor, Notification of Demolition and/or Renovation Asbestos Found, Parcel 28 and 33.

Kim Sopha, License Number AII01851, inspected buildings 1 – 8 for asbestos on March 8, 2013. Asbestos Containing Material (ACM) was found on 3 of the buildings and removed by the department. A copy of the inspection report is available from: Mary Heiser, (608) 242-8037.

In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at <http://dnr.wi.gov/topic/Demo/Asbestos.html> at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Mary Heiser, (608) 242-8037 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Parcel 28 and 33, Robert Bliefernicht
- Site Address: 7330 HWY 51, Deforest, WI 53532
- Ownership Information: WIDOT SW Region, 2101 Wright Street, Madison WI 53714
- Contact: Mary Heiser
- Phone: (608) 242-8037
- Age: 80 years.

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to

standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

107-125 (20120615)

15. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found, Parcel 42.

Bob Stigsell, License Number AII-03628, inspected Parcel 42 buildings 1 and 2 for asbestos during the week of June 24th, 2013. No Asbestos Containing Material (RACM) was found on the buildings. A copy of the inspection report is available from: Mary Heiser, (608) 242-8037.

In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at <http://dnr.wi.gov/topic/Demo/Asbestos.html> at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Mary Heiser, (608) 242-8037 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Parcel 42, Greg Schweppe
- Site Address: 4168 Mueller Road, Deforest, WI 53532
- Ownership Information: WIDOT SW Region, 2101 Wright Street, Madison WI 53714
- Contact: Mary Heiser
- Phone: (608) 242-8037
- Age: 21 years.

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

16. Notification to Federal Aeronautics Administration (FAA).

Within 45 days of construction, the contractor shall file a Notice of Proposed Construction or Alteration form to the Federal Aeronautics Administration (FAA) (FAA Form 7460-1) for any construction or alteration within 20,000 feet of a public use or military airport per the provisions of Title 14 Code of Federal Regulations (14 CFR part 77). The form should be sent to the FAA Obstruction Evaluation Service (OES). The FAA will acknowledge, in writing, receipt of the FAA Form 7460-1 notice received.

Supplemental Notice Requirement

If required, the FAA will include a FAA Form 7460-2, Notice of Actual Construction or Alteration, with a determination of FAA Form 7460-2 Part 1. If received, FAA Form 7460-2 is to be completed and sent to the FAA at least 48 hours prior to starting the actual construction or alteration of a structure. Additionally, Part 2 shall be submitted no later than 5 days after the structure has reached its greatest height. The form shall be sent to the OES as well.

17. Notice to Contractor – Lighting Installation (WisDOT Maintains).**Electric Service Lateral Installation**

The department will arrange for the installation of the electrical service lateral connection, by the local electric utility, to the meter breaker pedestal for lighting control cabinet No. L0838 (US 51 and CTH V Interchange).

Concrete Control Cabinet Bases Type 9

The contractor shall be responsible for the installation of the concrete control cabinet base under the pertinent bid item provided in the contract. The contractor shall finish grade the service trench, replace topsoil which may become lost or contaminated, seed, fertilizer, and mulch all areas which are disturbed by the electric utility company after installing the electric service lateral.

18. Notice to Contractor –Lighting Installation (Locals Maintain).**Electric Service Lateral Installation**

The department will arrange for the installation of the electrical service lateral connection, by the local electric utility, to the meter breaker pedestal for lighting control cabinet No. LC-1 (Northtowne Road and CTH V).

Concrete Control Cabinet Bases Special

The contractor shall be responsible for the installation of the concrete control cabinet base under the pertinent bid item provided in the contract. The contractor shall finish grade the service trench, replace topsoil which may become lost or contaminated, seed, fertilizer, and mulch all areas which are disturbed by the electric utility company after installing the electric service lateral.

19. Erosion Control.

Supplement standard spec 107.20 with the following:

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and re-topsoiling to minimize the period of exposure to possible erosion.

Due to slopes and soil types, many of the grading areas are susceptible to erosion. Immediately undertake finishing items pertaining to erosion control after grading is completed at locations designated by the engineer.

Implement best management practices for both temporary and permanent erosion control measures as outlined in the contract plans.

Construct intercepting embankments and intercepting ditches, as shown on the plans to direct runoff away from exposed soils.

Construct sediment basins, ditch checks, riprap, silt fence, erosion mat, as shown on the plans to store runoff flows, limit runoff, and limit the discharge of pollutants.

Do not open up any new areas for grading purpose in fall that cannot be covered, seeded mulched or protected before winter shutdown.

20. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19, the department will assess daily damages in the amount of \$200 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

21. Concrete Sidewalk, Shared Use Path.

Construct sidewalk, shared use path in accordance to standard spec 602 including straight edging as specified in standard spec 602.3.2.3.

Saw transverse and longitudinal joints as specified in standard spec 415.3.9.2(10) for sidewalk greater than 7 feet wide. Hand tooling of contraction joints is not allowed. The cross slope of the sidewalk, shared use path shall not exceed 2% and the curb ramps shall meet all ADA requirements.

All sawing of sidewalk joints will be considered incidental to Concrete Sidewalk 5-Inch.

22. Maintaining Drainage.

Maintain drainage at and through worksite during construction in accordance to standard spec 107.22, standard spec 204, and standard spec 520.

Use existing inlets, existing culverts, new inlets, new covers, and bypass drainage to maintain existing subsurface drainage.

23. Field Facilities.

Provide sanitary facilities meeting ADA requirements.

Replace standard spec 642.2.2.1 (1) with the following:

Provide the field office with up to three communication services, designated as follows: 1-voice, 1-fax, and 1-high speed Internet connection for computer(s) at a setting no less than 1MB and up to 10 MB. The high speed Internet connection must utilize either DHCP or PPPoE as the connection. Provide a high speed wireless network with connection to a separate color copier/printer/scanner which has the ability to copy, print and scan 11" x 17" paper.

Provide two programmable touch-tone telephones of which one will be a cordless type operating at no less than 2.4 GHz and one will have an answering machine unless voice mail service is available. The telephones and the communication services are for the sole use of the department staff.

Replace standard spec 642.2.2.3 (1) with the following:

Under bid item Field Office Type C, furnish a facility with a minimum interior space of 750 square feet with separate offices, and a meeting area, having a parking facility with a minimum capacity of 10 passenger vehicles. An existing commercial building or portion of that is located within 1 mile of the project corridor is an acceptable alternative as approved by the engineer.

Equip the office with the following: minimum electrical service of 100A and 120 VAC, four suitable office desks with drawers, six office chairs, one four-drawer file cabinet, three 2.5-foot x 6-foot folding tables and 15 folding chairs.

Maintain the field office, field office equipment and supplies as requested by the engineer, including all paper and print cartridges.

24. Field Office Ramp.

A Description

Construct a field-office ramp to provide wheelchair access to the WisDOT field office. The ramp shall be in place prior to the start of construction in conjunction with the set up of the field office.

B Materials

Construct the field office ramp of a minimum ½-inch thick treated plywood deck and treated dimensional lumber framing or of similar materials as approved by the engineer.

C Construction

The sloped portion of the ramp shall be a minimum 4 feet wide and of sufficient length such that safe wheelchair access is achieved without tipping. The top flat platform shall measure 4-foot by 8-foot, or as directed by the engineer. Include safety railings and traction strips.

D (Vacant)**E Payment**

Furnishing the materials for, and constructing the field office ramp as provided above shall be incidental to the contract unit price for Field Office, which price shall be full compensation for furnishing and installing the ramp.

25. Longitudinal Tining.

In the interest of creating a quieter riding surface for concrete pavement, use longitudinal tining on concrete pavements constructed under this contract.

26. Removing Buildings Parcels 28 and 33.

Conform to the requirements of standard spec 204 and as hereinafter specified.

The department has investigated all buildings to be removed for the presence of asbestos. The inspection report was completed on March 18, 2013. Asbestos was found in the buildings and later removed by the department. The date of the abatement was April 15, 2013. If any additional friable asbestos is found by the contractor during building removal, cease building removal and contact the engineer to arrange for friable asbestos removal by others.

Contact the SW Region Real Estate Coordinator (Mary Heiser at (608) 242-8037) to obtain a copy of the pre-demolition asbestos inspection reports.

Dispose of any and all materials within the buildings, including fuel oil tanks.

Abandon wells and septic located on the property. The well for Parcels 28 and 33 is located about 30' behind the back of the house near the driveway. An additional well is located in the front of the house at the SW corner of the existing driveway. Property Management is to receive copies of all well abandonment reports. Provide Property Management, in writing, of when the septic was abandoned, who abandoned it and how it was abandoned.

Alliant Energy has previously removed meters, electric lines, transformers and poles on this site.

27. Removing Buildings Parcel 42.

Conform to the requirements of standard spec 204 and as hereinafter specified.

The department has investigated all buildings for the presence of asbestos. The inspection report was completed during the week of June 24, 2013; No Asbestos was not found in the buildings. If any friable asbestos is found by the contractor during building removal, cease building removal and contact the engineer to arrange for friable asbestos removal by others.

Contact the SW Region Real Estate Coordinator (Mary Heiser at (608) 242-8037) to obtain a copy of the pre-demolition asbestos inspection reports.

Dispose of any and all materials within the buildings, including fuel oil tanks.

Abandon wells and septic located on the property. The well for Parcel 42 is located about 15' from in the front of the house. The septic tank and fields are located in the back of the house. Property Management is to receive copies of all well abandonment reports. Provide Property Management, in writing, of when the septic was abandoned, who abandoned it and how it was abandoned.

Alliant Energy cut gas lines to this building in July 2013.

Alliant Energy has removed meters, electric lines, transformers and poles on this site in July 2013.

28. Removing DeForest Business Park Sign, Item 204.9105.S.01.

A Description

This special provision describes removing DeForest Business Park Sign in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Perform a field review of the existing Village Business Park Sign with the engineer.

Deenergize and remove wiring necessary to remove the sign. Remove wiring down to two-feet below final grade and abandon the remaining portion in compliance with the National Electric Code (NEC).

Remove the existing DeForest Business Park Sign located at the intersection of existing USH 51 and CTH V / North Street.

Remove concrete sign bases in accordance to the applicable portions of standard spec 204 and as hereinafter provided.

D Measurement

The department will measure Removing DeForest Business Park Sign as a single lump sum unit for each removing DeForest Business Park Sign, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

| ITEM NUMBER | DESCRIPTION | UNIT |
|--------------------|--------------------------------------|------|
| 204.9105.S.01 | Removing DeForest Business Park Sign | LS |
| 204-025 (20041005) | | |

29. Removing DeForest Sign, Item 204.9105.S.02.**A Description**

This special provision describes removing DeForest Sign in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

Perform a field review of the existing DeForest Sign with the engineer.

Deenergize and remove wiring necessary to remove the sign. Remove wiring down to two-feet below final grade and abandon the remaining portion in compliance with the National Electric Code (NEC).

Remove the existing DeForest Sign located at the intersection of existing USH 51 and Holum Street.

Remove concrete sign bases in accordance to the applicable portions of standard spec 204 and as hereinafter provided.

D Measurement

The department will measure Removing DeForest Sign as a single lump sum unit for each removing DeForest Sign, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

| ITEM NUMBER | DESCRIPTION | UNIT |
|--------------------|------------------------|------|
| 204.9105.S.02 | Removing DeForest Sign | LS |
| 204-025 (20041005) | | |

30. Removing Red Onion Fresh Market Sign, Item 204.9105.S.03.

A Description

This special provision describes removing Red Onion Fresh Market Sign in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Perform a field review of the existing Red Onion Market Sign with the engineer.

Remove the existing Red Onion Fresh Market Sign located on the west side of existing USH 51 between Holum Street and CTH V / North Street.

Remove concrete sign foundation in accordance to the applicable portions of standard spec 204 and as hereinafter provided.

D Measurement

The department will measure Removing Red Onion Fresh Market Sign as a single lump sum unit for each removing Red Onion Fresh Market Sign, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

| ITEM NUMBER | DESCRIPTION | UNIT |
|--------------------|--------------------------------------|------|
| 204.9105.S.03 | Removing Red Onion Fresh Market Sign | LS |
| 204-025 (20041005) | | |

31. Temporary Shoring, Item 206.6000.S.

A Description

This special provision describes designing and providing temporary shoring at locations the plans show.

B Materials

B.1 Shoring Design

Provide a shoring design for each location where the plan requires temporary shoring. Have a professional engineer, registered in the State of Wisconsin and knowledgeable of the specific site conditions and requirements verify the adequacy of the design. Submit one copy of each shoring design, signed and sealed by the same professional engineer verifying the design, to the engineer for incorporation into the permanent project record.

C Construction

Provide temporary shoring at each required location conforming to the design developed for that location.

Remove the shoring when it is no longer needed unless the engineer allows it to remain in place. Backfill the space that is excavated but not occupied by the new permanent construction conforming to standard spec 206.3.13.

D Measurement

The department will measure Temporary Shoring by the square foot, acceptably completed at locations the plans show, measured as the area of exposed face in the plane of the shoring from the ground line in front of the shoring to the retained grade. Shoring used for staged construction in multiple configurations without removal and reinstallation will be measured once based on the configuration with the largest area of exposed face.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------|------|
| 206.6000.S | Temporary Shoring | SF |

Payment is full compensation for designing and providing shoring; for providing a signed and sealed copy of the design; and for backfilling and removing the shoring.

The department will not pay for temporary shoring, installed for contractor convenience that is not required in the plans.

206-005 (20110615)

32. 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, standard spec 305, and standard spec 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 standard spec 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)

33. Base Aggregate Dense $\frac{3}{4}$ -Inch, Item 305.0110.

Revise standard spec 301.2.4.3 as follows:

Furnish aggregate classified as crushed stone for $\frac{3}{4}$ -Inch base when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

34. Base Aggregate Dense 1 $\frac{1}{4}$ -Inch, Item 305.0120.

Revise standard spec 305.2.2.1 as follows:

Use 1 $\frac{1}{4}$ -Inch base aggregate that conforms to the following gradation requirements.

| SIEVE | 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 - 10 percent passing when base is ³ 50% crushed gravel

35. Rout and Seal, Item 415.6000.S.

A Description

This special provision describes routing, cleaning, drying, and sealing the longitudinal edge of pavement joints in new asphaltic pavement immediately adjacent to the edge of the concrete mainline pavement. The work shall conform to the plan details and as hereinafter provided.

B Materials

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. Present the manufacturer's certification stating that the compound meets the requirements of this specification. Prior to applying the sealant, furnish to the engineer a certificate of compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

C Construction

C.1 Equipment

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Make rout cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir in one pass of the rout. No spacers between blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and rout cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

C.2 Methods

Conduct the operation so that the routing, cleaning, and sealing are continuous operations. Traffic shall not be allowed to knead together or damage the routed joints. Reroute, if necessary, routed joints not sealed before traffic is allowed on the pavement when routing and sealing operations resume at no additional cost to the department. Do not perform rout cutting, cleaning, and sealing, within 48 hours of the placement of the surface course.

Rout the longitudinal joint to a minimum width of $\frac{3}{4}$ -inches and a minimum depth of $\frac{3}{4}$ -inches. Use a power vacuum or equivalent to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Prior to sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately prior to sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provide protective screening that is subject to the approval of the engineer to the cleaning operation.

Following cleaning, dry the routed joints and warm them with a hot air lance. Take care not to burn the pavement surface. Under no circumstances shall more than two minutes elapse between the time the hot air lance is used and the sealant is placed.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint; the engineer may allow a very slight

overband. Sand shall not be spread on the sealed joints to allow for opening to traffic. Before opening to traffic, the sealant shall be tack free.

D Measurement

The department will measure Rout and Seal in length by the linear foot, completed according to the contract and accepted.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------|------|
| 415.6000.S | Rout and Seal | LF |

Payment is full compensation for rout cutting; cleaning the joint; furnishing and installing all materials, including sealant.

415-100 (20080902)

36. Concrete Surface Drains, Item 416.1010.

This work shall be in accordance to the pertinent requirements of standard spec 416, except that the concrete pavement shall have a thickness of 9.5-inches.

37. QMP Ride; Incentive IRI Ride, Item 440.4410.S.

A Description

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements, bridges, approaches, and railroad crossings. Roundabouts, and pavements within 150 feet of the points of curvature of roundabout intersections, are excluded from the testing requirements of this provision.
- (3) Pavements that are excluded from localized roughness according to C.5.2(1), bridges, and roundabout intersections are subject to engineer-directed straightedging according to the standard specifications. All other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- (1) Submit a written quality control plan to the engineer at or before the pre-construction conference. 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 all quality control personnel.
2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process.
4. The evaluation process that will be used to make improvements to the construction operations if poor ride quality is found during the process control testing.
5. The methods that will be used to ensure a smooth pavement transition when matching into existing surfaces such as bridges, bridge approaches, or railroad crossings.
6. The segment locations of each profile run used for acceptance testing.
7. The approximate timing of acceptance testing in relation to the paving operations.

C.2 Personnel

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and document the results using the methods taught in the HTCP profiling course.

C.3 Equipment

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:
<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>
- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface. Calibrate the profiler according to the manufacturer's recommendations. Provide the engineer with a copy of the most recent calibration results, signed by the certified profiler operator.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer prior to performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

C.4 Testing

C.4.1 Run and Reduction Parameters

- (1) Enter the equipment-specific department-approved filter settings and parameters listed on the department's ride web site.

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.
- (5) The department will categorize each standard or partial segment as follows:

| Segments with a Posted Speed Limit of 55 MPH or Greater | |
|--|--|
| Category | Description |
| HMA I | Asphalt pavement with multiple opportunities to achieve a smooth ride. The following operations performed under this contract are considered as opportunities: a layer of HMA, a leveling or wedging layer of HMA, and diamond grinding or milling of the underlying pavement surface. |
| HMA II | Asphalt pavement with a single opportunity to achieve a smooth ride. |
| HMA III | Asphalt pavement segments containing any portion of a bridge, bridge approach, railroad crossing, or intersection. An intersection is defined as the area within the points of curvature of the intersection radii. |
| PCC II | Concrete pavement including all gaps. |
| PCC III | Concrete pavement segments containing any portion of a bridge, bridge approach, railroad crossing, or intersection. An intersection is defined as the area within the points of curvature of the intersection radii. |

| Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH | |
|---|---|
| Category | Description |
| HMA IV | Asphalt pavement including intersections, bridges, approaches, and railroad crossings. |
| PCC IV | Concrete pavement including gaps, intersections, bridges, approaches, and railroad crossings. |

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A certified HTCP profiler technician will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Within 5 business days after completing a final acceptance profile run, submit a copy of the ProVAL smoothness assurance report showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 175 in/mile. The ProVAL software and department-specified inputs are available on the department's web site:

<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness and the locations of individual features including construction joints, structure limits, design features, utility fixtures, and other features that might affect the department's evaluation of ride quality. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ERD files for each profiler acceptance run. Submit profile data using the department's Materials Reporting System (MRS) software available on the department's web site:

<http://www.atwoodsystems.com/mrs>

C.5 Corrective Actions

C.5.1 General

- (1) Correct the ride as the engineer directs. The department will independently assess whether a repair will help or hurt the long-term pavement performance and/or public perception of the ride before deciding on corrective action.

C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones and will compensate the contractor for the extra work.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness that exceed an IRI of 175 in/mile and do one of the following for each location:
 1. Direct the contractor to correct the area to minimize the effect on the ride.
 2. Leave the area of localized roughness in place with no pay reduction.
 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

| Localized Roughness IRI (in/mile) | Pay Reduction ^[1] (dollars) |
|--------------------------------------|---|
| > 175 | (Length in Feet) x (IRI – 175) |

^[1] A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.

- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL smoothness assurance report for the corrected areas to validate the results.

C.5.3 Corrective Actions for Excessive IRI

- (1) If an individual segment IRI exceeds 140 in/mile for HMA I, HMA II, and PCC II pavements after correction for localized roughness, the engineer may require the contractor to correct that segment. Correct the segment final surface as follows:

| | |
|---------|--|
| HMA I: | Correct to an IRI of 60 in/mile using whichever of the following methods the engineer directs: Mill and replace the full lane width of the riding surface excluding the paved shoulder. Correct the full lane width using techniques approved by the engineer. |
| HMA II: | Correct to an IRI of 85 in/mile using whichever of the following methods the engineer directs: Mill and replace the full lane width of the riding surface excluding the paved shoulder. Correct the full lane width using techniques approved by the engineer. |
| PCC II: | Correct to an IRI of 85 in/mile using whichever of the following methods the engineer directs: Continuous diamond grinding of the full lane width of the riding surface including adjustment of the paved shoulders Correct the full lane width using techniques approved by the engineer. |

- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Submit a revised ProVAL smoothness assurance report for the corrected areas to validate the results. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

C.6 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 testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, 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 tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

D Measurement

- (1) The department will measure Incentive IRI Ride by the dollar, adjusted as specified in E.2.

E Payment

E.1 Payment for Profiling

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract.

E.2 Pay Adjustment

- (1) The department will pay incentive for ride under the following bid item:

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------|------|
| 440.4410.S | Incentive IRI Ride | DOL |

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment before any corrective action is taken. The department will base disincentives on the IRI after correction for pavement meeting the following conditions:
 - All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
 - HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
 - Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.
- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.03” as follows:

| HMA I | |
|--------------------------------------|--|
| Initial IRI (inches/mile) | Pay Adjustment^[1] (dollars per standard segment) |
| < 30 | 250 |
| ≥ 30 to < 35 | 1750 – (50 x IRI) |
| ≥ 35 to < 60 | 0 |
| ≥ 60 to < 75 | 1000 – (50/3 x IRI) |
| ≥ 75 | -250 |

| HMA II and PCC II | |
|--------------------------------------|---|
| Initial IRI (inches/mile) | Pay Adjustment^{[1][2]} (dollars per standard segment) |
| < 50 | 250 |
| ≥ 50 to < 55 | 2750 – (50 x IRI) |
| ≥ 55 to < 85 | 0 |
| ≥ 85 to < 100 | (4250/3) – (50/3 x IRI) |
| ≥ 100 | -250 |

| HMA IV and PCC IV | |
|--------------------------------------|---|
| Initial IRI (inches/mile) | Pay Adjustment^{[1][2]} (dollars per standard segment) |
| < 50 | 250 |
| ≥ 50 to < 75 | 750 – (10 x IRI) |
| ≥ 75 | 0 |

^[1] If the engineer directs placing upper layer asphaltic mixtures between October 15 and May 1 for department convenience as specified in standard spec 450.3.2.1(5), the department will not adjust pay for ride on pavement the department orders the contractor to place when the temperature, as defined in standard spec 450.3.2.1(2), is less than 36 F.

^[2] If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.

(7) The department will prorate the pay adjustment for partial segments based on their length.

440-010 (20100709)

38. QMP HMA Pavement Nuclear Density.

A Description

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.

- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:

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

- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

<http://www.atwoodsystems.com/mrs>

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.2 Testing

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

| Lane Width | No. of Tests | Transverse Location |
|---------------------------|---------------------|------------------------------|
| 5 ft or less | 1 | Random |
| Greater than 5 ft to 9 ft | 2 | Random within 2 equal widths |
| Greater than 9 ft | 3 | Random within 3 equal widths |

Table 1

B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.

- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

| Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage | Minimum Number of Tests Required |
|---|---|
| 25 to 100 tons | 1 |
| 101 to 250 tons | 3 |
| 251 to 500 tons | 5 |
| 501 to 750 tons | 7 |

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay according to standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

- (1) Determine the pavement density as specified in B.4.2.1.

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

- (1) Determine the pavement density as specified in B.4.2.1.

B.4.2.4 Documentation

- (1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.

- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-correlated gauge is used for contractor QC tests.

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the 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.

E.2 Disincentive for HMA Pavement Density

- (1) The department will administer density disincentives according to standard spec 460.5.2.2.

E.3 Incentive for HMA Pavement Density

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

| Percent Lot Density Above Minimum | Pay Adjustment Per Ton |
|--|-------------------------------|
| From -0.4 to 1.0 inclusive | \$0 |
| From 1.1 to 1.8 inclusive | \$0.40 |
| More than 1.8 | \$0.80 |

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
460-020 (20100709)

39. Concrete Staining B-13-599, Item 517.1010.S.01; B-13-600, Item 517.1010.S.02.

A Description

Furnish and apply a two coat concrete stain to the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

B.1 Mortar

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

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

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

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

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure and Seal EPX by Chem Masters
H + C Shield Plus by Sherwin-Williams

C Construction

C.1 General

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

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

C.2 Preparation of Concrete Surfaces

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

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

C.3 Staining Concrete Surfaces

Apply the concrete stain in accordance to the manufacturer's recommendations.

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

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

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

C.4 Test Areas

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

Deane Baker, PE
Director of Public Works
Village of Deforest, WI
Phone: (608) 846-6751
Email bakerd@vi.deforest.wi.us

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces in accordance to the plan.

D Measurement

The department will measure Concrete Staining (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|----------------------------|------|
| 517.1010.S.01 | Concrete Staining B-13-599 | SF |
| 517.1010.S.02 | Concrete Staining B-13-600 | SF |

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.
517-110 (20100709)

40. Concrete Staining Multi-Color B-13-599, Item 517.1015.S.01; B-13-600, Item 517.1015.S.02.

A Description

Furnish and apply a multi-color concrete stain to the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

B.1 Mortar

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

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

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

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

B.2 Concrete Stain

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

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure and Seal EPX by Chem Masters
H + C Shield Plus by Sherwin-Williams

C Construction

C.1 General

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

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

C.2 Preparation of Concrete Surfaces

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

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

C.3 Staining Concrete Surfaces

Apply the concrete stain in accordance to the manufacturer's recommendations.

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

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

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

C.4 Test Areas

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

Deane Baker, PE
Director of Public Works
Village of Deforest, WI
Phone: (608) 846.6751
Email bakerd@vi.deforest.wi.us

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces in accordance to the plan.

D Measurement

The department will measure Concrete Staining Multi-Color (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--|------|
| 517.1015.S.01 | Concrete Staining Multi-Color B-13-599 | SF |
| 517.1015.S.02 | Concrete Staining Multi-Color B-13-600 | SF |

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

517-115 (20100709)

41. Architectural Surface Treatment B-13-599, Item 517.1050.S.01; B-13-600, Item 517.1050.S.02.

A Description

Construct a concrete masonry architectural surface treatment on the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

Use form liners that attach easily to the forming system, and do not compress more than ¼-inch when poured at a rate of 10 vertical feet/hour.

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

Wall ties shall have set “break-backs” at a minimum of ¾-inches from the finished concrete surface.

C Construction

C.1 Equipment

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

C.2 Form Liner Preparation

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

Apply form release per manufacturer's recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than ¼-inch from each other, attach liner securely to forms in accordance to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

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

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--|------|
| 517.1050.S.01 | Architectural Surface Treatment B-13-599 | SF |
| 517.1050.S.02 | Architectural Surface Treatment B-13-600 | SF |

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

517-150 (20110615)

42. Pipe Grates, Item 611.9800.S.

A Description

This special provision describes furnishing and installing pipe grates on the ends of pipes as shown in the plans, and as hereinafter provided.

B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged in accordance to the requirements of AASHTO M36M.

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, 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 |
|-------------|-------------|------|
| 611.9800.S | Pipe Grates | Each |

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

611-010 (20030820)

43. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.01.**A Description**

This special provision describes furnishing and placing polystyrene insulation board as shown on the plans and as hereinafter provided.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised.

Delete flammability requirement.

B.1 Certification

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

C (Vacant)**D Measurement**

The department will measure Insulation Board Polystyrene (size) by area in square yards 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 |
|---------------|-------------------------------------|------|
| 612.0902.S.01 | Insulation Board Polystyrene 2-Inch | SY |

Payment is full compensation for furnishing all excavation; and for furnishing and placing the insulation board.

612-005 (20030820)

44. Temporary Ditch Checks , Item 628.7504.

A Description

Furnish and place Temporary Ditch Checks – Log/Wattle at the locations shown on the plans, or as directed by the engineer.

B Materials

Temporary Ditch Check – Log/Wattle material must be comply with the requirements of the Products Acceptability List and prequalified by the department prior to use.

C Construction

Temporary Ditch Checks – Log/Wattle shall be placed per manufacturer's recommendations or as directed by engineer. Temporary Ditch Checks – Log/Wattle shall be installed perpendicular to the flow line of the ditch and shall extend far enough so that the ground level at the ends of the checks are higher than the low point on the crest of the check. The installed material shall have a minimum height of 10 inches above the flow line in the installed condition. All products shall be entrenched a minimum of 2.0 inches on bare soil. Ditch checks installed in a channel that is continuously lined with erosion mat need not be entrenched if installed over the top of the erosion mat. Installations shall have stakes on the downstream side of the temporary ditch check and shall not reduce the height of the temporary ditch check. Fabric type products may be entrenched with a narrow check slot on the upstream side.

D Measurement

The department will measure Temporary Ditch Checks by the linear foot, acceptably completed.

E Basis of Payment.

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------|------|
| 628.7504 | Temporary Ditch Checks | LF |

Payment is full compensation for furnishing all materials and for transport, placement anchoring and supplying fastening materials.

45. Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S.

A Description

This special provision describes furnishing, grooving and installing preformed wet reflective pavement marking contrast tape for grooved applications as shown on the plans, according to standard spec 646, and as hereinafter provided.

B Materials

Furnish wet reflective pavement marking contrast tape and adhesive material, per manufacturer's recommendation if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

C Construction

C.1 General

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

Plane the grooved lines according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

C.2 Groove Depth

Cut the groove to a depth of 120 mils \pm 10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the tape.

C.4 Groove Position

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

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 high-pressure 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, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 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 five 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.

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 Tape Application

Apply the tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

- 1) For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
 - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations..
 - Apply P-50 during October 1 to April 30, both dates inclusive. –
- 2) For the remainder counties:
 - Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking contrast tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Contrast Tape (Width) for grooved applications in length by the linear foot of tape placed according to the contract and accepted.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| 646.0841.S | Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch | LF |

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-022 (20120615)

46. Pavement Marking Grooved Wet Reflective 4-Inch, Item 646.0881.S; 8-Inch, Item 646.0883.S.

A Description

This special provision describes furnishing, grooving and installing preformed wet reflective pavement marking tape for grooved applications as shown on the plans, according to standard spec 646, and as hereinafter provided.

B Materials

Furnish grooved wet reflective pavement marking tape and adhesive material per manufacturer's recommendations, if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

C Construction

C.1 General

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

Plane the grooved lines according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

C.2 Groove Depth

Cut the groove to a depth of 120 mils \pm 10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the tape.

C.4 Groove Position

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

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 high-pressure 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, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and pavement marking tape. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 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 five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 120 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.

Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove.

C.6 Tape Application

Apply the wet reflective pavement marking tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

- 1) For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
 - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations.
 - Apply P-50 during October 1 to April 30, both dates inclusive.
- 2) For the remainder counties:
 - Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Tape (Width) for grooved applications in length by the linear foot of tape placed according to the contract and accepted.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| 646.0881.S | Pavement Marking Grooved Wet Reflective Tape 4-Inch | LF |
| 646.0883.S | Pavement Marking Grooved Wet Reflective Tape 8-Inch | LF |

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-018 (20120615)

47. Backfill for Plant Beds, Item SPV.0035.01.

A Description

This special provision describes furnishing and installing Backfill for Plant Beds as shown on the plans, and as hereinafter provided. Construction work includes the excavation and removal of existing material and placement of new plant bed backfill mix.

B Materials

Backfill for Plant Beds shall be a blended mix consisting of the following ingredients and ratios:

70% topsoil as defined in standard spec 625.2 (1).

30% compost as defined in standard spec 632.2.

Backfill for Plant Beds shall be free of debris, rocks larger than ½-inch and having a pH range of 5.5 to 6.5.

C Construction

The installation of the Backfill for Plant Beds shall be in accordance to the plans and details. Install backfill to a minimum depth of 24-inches, but not less than required to meet finish grades after natural settlement. Thoroughly blend backfill off-site before spreading. Do not spread if planting soil or subgrade is frozen, muddy or excessively wet. Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions to meet finish grades.

D Measurement

The department will measure Backfill for Plant Beds by the cubic yard, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------|------|
| SPV.0035.01 | Backfill for Plant Beds | CY |

Payment is full compensation for furnishing, delivering and installing all Backfill for Plant Beds.

48. Select Granular Backfill, SPV.0035.02.**A Description**

This work shall consist of hauling and backfilling with processed or selected granular backfill the excavation for rock or other unsuitable materials, after the utility pipe is bedded and installed as directed by the Village of De Forest engineer.

B Materials

The material shall be approved by the village engineer. The contractor may use excess glacial till material from on site as approved by the village engineer.

C Construction

All trench material above PVC sanitary sewer, ductile iron water main, and storm sewer pipe bedding zone shall be in lifts such that the required density is achieved throughout the entire lift with the equipment used by the contractor. The contractor shall place smaller lifts if the required compaction cannot be obtained. Fill material beneath paved areas and within 5 feet of paved areas shall be consolidated to 95% of maximum dry

density as determined by the Modified Proctor Test (ASTM D1557). Backfill material beneath non-paved areas shall be consolidated to a compaction density of a minimum of 90% of maximum dry density, as determined by the Modified Proctor Test (ASTM D1557).

- Consolidation shall be achieved as specified. Mechanical compaction shall be used to consolidate backfill material. Jetting and flooding of trenches and fill material shall not be accepted. Any backfill found to be deficient in meeting the mechanical compaction specification shall be re-excavated and re-consolidated at the contractor's expense. The costs of retesting backfill consolidation found to be deficient shall be paid by the contractor.

D Measurement

The department will measure Select Granular Backfill per cubic yard, acceptably completed, as measured in the truck and load tickets shall be required. Engineer and contractor shall mutually agree to measurement prior to installing Select Granular Backfill.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------|------|
| SPV.0035.02 | Select Granular Backfill | CY |

Payment for Select Backfill Granular is full compensation for providing all select granular backfill material; for excavating, loading, hauling, placing, compacting, and finishing the material; for stripping, clearing, grubbing, shaping, trimming and cleaning up the pits; for salvaging, stockpiling, rehandling, and spreading salvaged material over excavated pit areas; and for disposing of surplus materials.

49. Landmark Reference Monuments Special, Item SPV.0060.01.

A Description

This special provision describes preserving the location and constructing new reference monuments for existing Public Land Survey System (PLSS) section corner monuments within the proposed construction limits.

B Materials

The department can furnish aluminum monument caps if necessary. Otherwise, all materials for the monumentation and witness ties will be the responsibility of the contractor to provide. Any monuments that satisfy Wisconsin Administrative Code Chapter AE-7 will be acceptable.

C Construction

Complete the work in accordance to the pertinent requirements of standard spec 621.3 and as follows:

Obtain existing tie sheets from the Dane County Surveyor. Locate and verify existing PLSS monuments and ties. Furnish, and install if necessary, temporary and/or permanent ties. Provide a temporary tie sheet to the department and the Dane County Surveyor, for use by the public during the construction phase of the project and before the final monumentation is complete.

Perpetuate and/or reset all PLSS monuments and witnesses under the direction of a State of Wisconsin Licensed Professional Land Surveyor. Prepare the temporary and final PLSS monument records in accordance to the Wisconsin Administrative Code Chapter AE-7. Prepare and File new monument records with the Dane County Surveyor in accordance to AE-7 and provide a copy of the same to the WisDOT SW Region-Madison Survey Coordinator. This work shall be overseen and completed by a State of Wisconsin Licensed Professional Land Surveyor.

The approximate location of the section corners that will likely be disturbed due to the proposed construction:

| Station | Landmark Reference Monument | | | | Section Corner |
|----------------|------------------------------------|-----------------|--------------|--|------------------------------|
| | Offset | Township | Range | | |
| 392+93 | 248' RT | T9N | R10E | | Section 29 North East Center |
| 419+49 | 225' LT | T9N | R10E | | Section 20 East Center |
| 445+98 | 340' LT | T9N | R10E | | Section 20 North East Corner |
| 472+55 | 337' LT | T9N | R10E | | Section 17 East Center |
| 499+18 | 47' LT | T9N | R10E | | Section 17 North East Corner |
| 525+65 | 51' RT | T9N | R10E | | Section 8 East Center |
| 552+03 | 54' RT | T9N | R10E | | Section 8 North East Corner |

Notify the Dane County Surveyor and John Moran WisDOT/SW Region-Madison Survey Coordinator five working days prior to construction operations that may disturb existing monuments, with pertinent questions or for department provided monument caps. John can be reached at (608) 246-7918 (office) or (608) 516-6538 (cell), or email John.Moran@dot.wi.gov .

D Measurement

The department will measure Landmark Reference Monuments Special by each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------------------|------|
| SPV.0060.01 | Landmark Reference Monuments Special | Each |

Payment is full compensation for furnishing a professional land surveyor; obtaining existing PLSS monument record tie sheet(s); preparing, providing and filing temporary/final PLSS monument record tie sheet(s) from a professional land surveyor; all survey work related to the perpetuation process; the furnishing and placing of all PLSS survey monuments; the furnishing and placement of any necessary witness ties; the removal of the existing monument(s) if necessary; and for excavating for the placement of the new monument(s) if necessary.

50. Construction Staking Curb Ramp, Item SPV.0060.02.

A Description

Perform work in accordance to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of the curb ramp including points of change in alignment and grade in accordance to the plans, standard details for curb ramps, and for conformance with ADAAG. Locate stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically.

D Measurement

The department will measure Construction Staking Curb Ramp as each individual construction staking curb ramp, 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.0060.02 | Construction Staking Curb Ramp | Each |

Payment for Construction Staking Curb Ramp bid item is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes.

51. Apron Endwalls for Culvert Pipe Reinforced Concrete 18-inch Special, Item SPV.0060.03.

A Description

This item of work shall be performed in accordance to standard spec 522 as shown on the plan and as hereinafter provided.

B Materials

Apron Endwalls for Culvert Pipe Reinforced Concrete 18-inch, shall conform to the detail in the plans and the pertinent requirements of standard spec 522.2.4.

C (Vacant)**D Measurement**

The department will measure Apron Endwalls for Culvert Pipe Reinforced Concrete 18-inch Special by each individual endwall, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0060.03 | Apron Endwalls for Culvert Pipe Reinforced Concrete 18-inch | Each |

Payment is full compensation for furnishing all materials and installing Apron Endwalls for Culvert Pipe Reinforced Concrete 18-inch.

52. Median Inlet 2 Grate Special, Item SPV.0060.04.**A Description**

This item of work shall be performed in accordance to standard spec 611 and as hereinafter provided.

B (Vacant)**C Construction**

Steps shall be installed in the narrow wall of these structures to the following requirements: 16 inch center to center spacing; project a minimum clear distance of 4 inches from the wall at the point of embedment; minimum length of 10 inches; minimum wall embedment of 3 inches; and capable of supporting a concentrated load of 300 lbs. Ferrous metal steps not painted or treated to resist corrosion shall have a minimum cross sectional dimension of 1 inch.

D Measurement

The department will measure Median Inlet 2 Grate Special by each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------|------|
| SPV.0060.04 | Median Inlet 2 Grate Special | Each |

Payment is full compensation for furnishing and installilng all materials.

53. Catmint, Walker’s Low, 12-Inch, CG, Item SPV.0060.05; Daylily, Rosy Returns, 6-Inch, CG, Item SPV.0060.06.

A Description

This section describes furnishing and planting plants of the species, varieties and sizes specified and includes furnishing all necessary materials, excavating plant holes, backfilling, mulching, watering, heeling in, disposing of surplus and waste materials, and as necessary, care and required replacements pending acceptance at the locations shown on the plans, in accordance to standard spec 632, and as hereafter provided.

B Materials

All plant material shall conform to standard spec 632.2. All plants shall be from within Zone 4 of the “plant hardiness zone map” produced by the US Department of Agriculture, unless otherwise approved by engineer.

Conform to standard spec 632.2.2.4 regarding plant substitutions.

C Construction

Prepare planting beds as directed in SPV.0035.01 Backfill for Plant Beds. Construction shall conform to the requirements of standard spec 632.3.

D Measurement

The department will measure Perennials by the number of each individual perennial, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item (all Perennials to be one gallon container-grown stock):

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------------|------|
| SPV.0060.05 | Catmint, Walker’s Low, 12-Inch, CG | Each |
| SPV.0060.06 | Daylily, Rosy Returns, 6-Inch, CG | Each |

Payment is full compensation for providing, transporting, handling, storing, placing and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing and backfilling; for providing and applying all required mulch; and for disposing of all excess and waste materials.

54. **Grass, Big Bluestem, 9-Inch, CG, Item SPV.0060.07; Grass, Indiangrass, 9-Inch, CG, SPV.0060.08; Grass, Northwind Switch, 9-Inch, CG, Item SPV.0060.09; Grass, Prairie Dropseed, Tara Dwarf, 6-Inch, CG, SPV.0060.10; Grass, Shenandoah Switch, 9-Inch, CG, SPV.0060.11; Grass, The Blues Little Bluestem, 6-Inch, CG, SPV.0060.12.**

A Description

This section describes furnishing and planting plants of the species, varieties and sizes specified and includes furnishing all necessary materials, excavating plant holes, backfilling, mulching, watering, heeling in, disposing of surplus and waste materials, and as necessary, care and required replacements pending acceptance at the locations shown on the plans, in accordance to standard spec 632, and as hereafter provided.

B Materials

All plant material shall conform to standard spec 632.2. All plants shall be from within Zone 4 of the “plant hardiness zone map” produced by the US Department of Agriculture, unless otherwise approved by engineer.

Conform to standard spec 632.2.2.4 regarding plant substitutions.

C Construction

Prepare planting beds as directed in SPV.0035.01 Backfill for Plant Beds. Construction shall conform to the requirements of standard spec 632.3.

D Measurement

The department will measure Ornamental Grasses by the number of each individual ornamental grass, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item (all Ornamental Grasses to be one gallon container-grown stock):

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0060.07 | Grass, Big Bluestem, 9-Inch, CG | Each |
| SPV.0060.08 | Grass, Indiangrass, 9-Inch, CG | Each |
| SPV.0060.09 | Grass, Northwind Switch, 9-Inch, CG | Each |
| SPV.0060.10 | Grass, Prairie Dropseed, Tara Dwarf, 6-Inch, CG | Each |
| SPV.0060.11 | Grass, Shenandoah Switch, 9-Inch, CG | Each |
| SPV.0060.12 | Grass, The Blues Little Bluestem, 6-Inch, CG | Each |

Payment is full compensation for providing, transporting, handling, storing, placing and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing and backfilling; for providing and applying all required mulch; and for disposing of all excess and waste materials

- 55. Wayfinding Sign at Vinburn and N Town Rd, Station 182+77.3, Item SPV.0060.13; Wayfinding Sign at Vinburn Rd and N Town Rd, Station 187+69.3, Item SPV.0060.14; Wayfinding Sign at Holum St and N Town Rd, Station 215+86.8, Item SPV.0060.15; Wayfinding Sign at Holum St and N Town Rd, Station 222+40.4, Item SPV.0060.16; Wayfinding Sign at N Street and N Town Rd, Station 233+68, Item SPV.0060.17; Wayfinding Sign at CTH V and Linde Fields, Station 36+72.2, Item SPV.0060.18; Wayfinding Sign at N Street and Halsor St, Station 17+12, Item SPV.0060.19.**

A Description

This special provision describes furnishing and installing Wayfinding Signs as shown on the plans, and as hereinafter provided.

B Materials

B1 Sign Panel

Provide 0.125-inch thick reflective type II aluminum sign as defined in standard spec 637.0202.

Sign Panel Colors (see Wayfinding Signage Details for sign panel color information):

- Signage Color #1 to be Federal Standard 595 Color FS 13594.
- Signage Color #2 to be Federal Standard 595 Color FS 30059.

B2 Pole

Sign Pole shall be 4-inch diameter, Schedule 40 aluminum, color to be Signage Color #2.

B3 Decorative Pole Base

Provide aluminum decorative pole base as shown on Wayfinding Signage Details; color to be Signage Color #2.

B4 Concrete Footing for Post

Provide concrete in accordance to standard spec 501.

Shop Drawings: Indicate on shop drawings, layout and dimensions for each Wayfinding Sign; indicating graphics layout, text, directional arrows, concrete footing and decorative pole base.

Mock-up: Submit one full-sized Wayfinding Sign Panel with Windsor/DeForest logo and destination text, illustrating colors, graphics and lettering for approval by Deane Baker and Kevin Richardson of Windsor/DeForest prior to construction.

Prepare the mock up 14 days prior to anticipated date for beginning installation of the Wayfinding Signs. During this timeframe, Windsor/DeForest will have the option of either approving the Wayfinding Signs, or requesting a change in either the colors, graphics and/or lettering.

C Construction

The installation of the Wayfinding Signs shall be constructed in accordance to the plans and details.

D Measurement

The department will measure Wayfinding Sign (Location) as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0060.13 | Wayfinding Sign at Vinburn and N Town Rd, Station 182+77.3 | Each |
| SPV.0060.14 | Wayfinding Sign at Vinburn Rd and N Town Rd, Station 187+69.3 | Each |
| SPV.0060.15 | Wayfinding Sign at Holum St and N Town Rd, Station 215+86.8 | Each |
| SPV.0060.16 | Wayfinding Sign at Holum St and N Town Rd, Station 222+40.4 | Each |
| SPV.0060.17 | Wayfinding Sign at N Street and N Town Rd, Station 233+68 | Each |
| SPV.0060.18 | Wayfinding Sign at CTH V and Linde Fields, Station 36+72.2 | Each |
| SPV.0060.19 | Wayfinding Sign at N Street and Halsor St, Station 17+12 | Each |

Payment is full compensation for furnishing and delivering all materials, including concrete footing and aluminum pole; for furnishing all necessary excavation; for providing one full-sized Wayfinding Sign Panel with Windsor/De Forest logo and destination text, illustrating color, graphics and text; for installing each Wayfinding Sign as per the plan details, manufacturer's instructions, and these special provisions.

- 56. Decorative Street Sign at N Towne Rd and Gray Rd, Item SPV.0060.20; Decorative Street Sign at N Towne Rd and Vinburn Rd, Item SPV.0060.21; Decorative Street Sign at N Towne Rd and Holum St, Item SPV.0060.22; Decorative Street Pole, Item SPV.0060.23.**

A Description

This special provision describes furnishing and installing Decorative Street Signs as shown on the plans, and as hereinafter provided. Decorative Street signs shall be mounted onto Decorative Poles above stop signs at general locations indicated on landscape plan detail sheets. Unless noted otherwise, two Decorative Street Signs shall be installed at each location, showing the names of both cross streets. See roadway signage plans for actual stop sign locations and details.

B Materials

B1 Sign Panel

Provide 0.125-inch thick reflective type II aluminum sign as defined in standard spec 637.0202.

Sign Panel Colors (see Decorative Street Sign Details for sign panel color information):

Signage Color #1 to be Federal Standard 595 Color FS 13594.

- Signage Color #2 to be Federal Standard 595 Color FS 30059.

B2 Decorative Pole

Decorative Sign Pole shall be 4-inch diameter, Schedule 40 aluminum, color to be Signage Color #2.

B3 Decorative Pole Base

Provide decorative aluminum pole base as shown on Wayfinding Signage Details; color to be Signage Color #2.

B4 Concrete Footing for Pole

Provide concrete in accordance to standard spec 501.

Shop Drawings: Indicate on shop drawings, layout and dimensions for each Decorative street Sign; indicating mounting hardware, graphics layout and text.

Mock-up: Submit one full-sized Decorative Street Sign with road name text, illustrating colors, graphics and lettering for approval by Deane Baker and Kevin Richardson of Windsor/DeForest prior to construction.

Prepare the mock up 14 days prior to anticipated date for beginning installation of the Wayfinding Signs. During this timeframe, Windsor/DeForest will have the option of either approving the Decorative Street Signs, or requesting a change in either the colors, graphics and/or lettering.

C Construction

The installation of the Decorative Street Sign (Location) shall be constructed in accordance to the plans and details.

D Measurement

The department will measure Decorative Street Sign (Location) as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0060.20 | Decorative Street Sign at N Towne Rd and Gray Rd | Each |
| SPV.0060.21 | Decorative Street Sign at N Towne Rd and Vinburn Rd | Each |
| SPV.0060.22 | Decorative Street Sign at N Towne Rd and Holum St | Each |
| SPV.0060.23 | Decorative Street Pole | Each |

Payment is full compensation for furnishing and delivering all materials, including all sign mounting hardware; for providing one full-sized Decorative Street Sign, illustrating color, graphics and text; for installing each Decorative Street Sign as per the plan details, manufacturer's instructions, and these special provisions.

57. Special Ditch Checks, Item SPV.0060.24.**A Description**

This special provision describes furnishing and installing special ditch checks, within the ditches of the roadway as shown on the plans and described herein.

B Materials

Furnish all materials required that are in accordance to the pertinent requirements of standard spec 205.

C Construction

Construction will be in accordance to standard spec 205 and as shown in the project plans and details.

D Measurement

The department will measure Special Ditch Checks by each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|----------------------|------|
| SPV.0060.24 | Special Ditch Checks | Each |

Payment is full compensation for furnishing and installing the Special Ditch Checks. Erosion mat, seed and fertilizer will be paid for separately under the contract unit price for the appropriate contract bid item.

58. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 1, Item SPV.0060.25; Arrows Type 2, Item SPV.0060.26; Arrows Type 2R, Item SPV.0060.27; Arrows Type 3, Item SPV.0060.28; Arrows Type 3R, Item SPV.0060.29; Arrows Type 7, Item SPV.0060.30; Words, Item SPV.0060.31.

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 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

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 deep 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 at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

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 Asphalt

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

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.6 Preformed Thermoplastic Application

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

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Type) by each individual unit, 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.0060.25 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 1 | Each |
| SPV.0060.26 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2 | Each |
| SPV.0060.27 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2R | Each |
| SPV.0060.28 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3 | Each |
| SPV.0060.29 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3R | Each |
| SPV.0060.30 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 7 | Each |
| SPV.0060.31 | Pavement Marking Grooved Preformed Thermoplastic Words | Each |

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

59. Concrete Control Cabinet Bases Special, Item SPV.0060.32.

A Description

This special provision describes furnishing and installing Concrete Control Cabinet Bases Special, modified from standard Concrete Control Cabinet Bases Type 9, as shown on the plans.

B Materials

Materials shall conform to all pertinent requirements of standard spec 654.2.

C Construction

Construction shall conform to all pertinent requirements of standard spec 654.3. The concrete base size shall be as shown on the plans.

D Measurement

The department will measure Concrete Control Cabinet Bases Special by each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0060.32 | Concrete Control Cabinet Bases Special | Each |

The payment shall be full compensation according to standard spec 654.5(2).

60. Lighting Control Cabinet, Item SPV.0060.33.

A Description

The work under this item shall consist of furnishing and installing 100 Ampere 120/240 VAC lighting control cabinets, as shown in the plans. To the extent possible, provide components from the same manufacturer. Conform to standard spec 651.2(4) regarding listed components. Electrical service, service entrance conductors, and concrete control cabinet base will be measured and paid separately.

B Materials

Furnish, deliver and install Lighting Control Cabinet from the department Qualified Product List to the project site.

C (Vacant)

D Measurement

The department will measure Lighting Control Cabinet as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------|------|
| SPV.0060.33 | Lighting Control Cabinet | Each |

Payment is full compensation for furnishing and installing the lighting control cabinet; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

61. Luminaires Utility LED Category C, Item SPV.0060.34.

A Description

This special provision describes furnishing and installing Luminaires Utility LED Category C.

B Materials

Furnish Luminaires Utility LED Category C from the department qualified product list.

Furnish shop drawings as specified in 105.2, with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

C Construction

Under the bid item Luminaires Utility LED Category C, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

Follow manufacturer's instructions regarding luminaire installation.

Three single-conductor No. 12 stranded wires shall be used to connect the luminaires to their respective branch conductors in the pole base. Each luminaire feeder wire shall be protected by one 5-amp fuse.

All exposed threaded equipment mounting hardware shall be stainless steel. Coat all threaded stainless steel hardware and dissimilar metal, threaded hardware with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) prior to assembly.

There shall be a sticker placed on the bottom of the luminaire to clearly identify the WisDOT Luminaire Category A, B, C, or D as applicable. The sticker shall be visible from to a person standing on the ground.

D Measurement

The department will measure Luminaires Utility LED Category C as each individual lighting unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-----------------------------------|------|
| SPV.0060.34 | Luminaires Utility LED Category C | Each |

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire in a workable first class condition.

62. Luminaires Wallpack LED, Item SPV.0060.35.

A Description

This special provision describes furnishing and installing LED underdeck luminaires at the locations shown in the plan.

B Materials

Furnish LED wallpack luminaires at locations as shown on the plans. Luminaires shall be constructed of rugged cast aluminum with integral, weather-tight LED driver. Each luminaire shall use a terminal block for power input suitable for #2 to #14 AWG wire. The luminaires shall be designed for wall mounting and shall have vandal-resistant, polycarbonate lenses. Luminaires shall be Holophane, Model W4PLED-30C-700-40K-T3M-MVOLT-BK.

C Construction

Install in accordance to the pertinent provisions of standard spec 659 and as the manufacturer directs.

D Measurement

The department will measure Luminaires Wallpack LED as each individual unit, 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.0060.35 | Luminaires Wallpack LED | Each |

Payment is full compensation for furnishing all materials; installing a complete luminaire; for furnishing all documentation.

63. Sanitary Sewer Manhole, 48-Inch, Precast Concrete, w/ Casting, SPV.0060.36.

A Description

Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all sanitary sewer construction, except as modified in these special provisions. Work shall include standard manholes and drop manholes as required.

B Materials

Manholes shall conform to Chapter 8.39.0. Castings shall conform to Chapter 8.48.0 and plan detail. Manholes shall be 48-inch diameter (ID) precast concrete.

Castings shall be non-rocking, Neenah Foundry R-1550; 9" Frame and Type-B Lid with self sealing lid and concealed pick holes.

All exterior joints shall be wrapped with Mac-Wrap or approved equal. This shall be considered incidental to the installation of the sanitary sewer manhole.

Chimney seals shall be internal rubber chimney seals, Cretex TI or approved equal. Manholes with adjustment rings of 0 inches to 4.5 inches require double pleated chimney seals. Manholes with adjustment rings of 4.5 inches to 7.5 inches require triple pleated chimney seals. Chimney seals shall be incidental to manhole construction.

Manholes shall be placed on a minimum of 12-inches of compacted crushed stone base.

C Construction

Construction shall conform to pertinent sections of Part III. Final rim elevations shall be ¼" to ½" below final grade in asphalt pavement and at final grade in concrete pavement and in grass. Adjustment rings shall not exceed 7.5 inches.

D Measurement

The department will measure Sanitary Sewer Manhole 48-Inch Precast Concrete w/ Casting as each individual manhole, 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.0060.36 | Sanitary Sewer Manhole, 48-Inch, Precast Concrete, w/ Casting | Each |

Payment for sanitary sewer manhole is full compensation for all castings, adjustment, joint wrapping, chimney seals, and all labor, material, equipment, dewatering, trenching, backfilling, compaction testing, material for backfilling, disposal of surplus and unsuitable material off the site, complete as per plans and specifications subject to the Municipal Utilities and the engineer's approval.

64. Sanitary Sewer, PVC, SDR 35 8-Inch x 4-Inch Wye, SPV.0060.37.**A Description**

Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all sanitary sewer construction, except as modified in these special provisions.

B Materials

Sanitary sewer fittings shall be PVC and conform to Chapter 8.10.0. Connection to existing sanitary sewers shall be completed within the trench with a flexible connector, Fernco or equal.

C Construction

Construction shall conform to pertinent chapters of Part III. Class C (ASTM C12) bedding shall be used for all sanitary sewers.

D Measurement

The department will measure Sanitary Sewer, PVC, SDR 35 8-Inch X 4-Inch Wye of the size specified as each individual Sanitary Wye of the size specified 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.0060.37 | Sanitary Sewer, PVC, SDR 35 8-Inch X 4-Inch Wye | Each |

Payment for sanitary wyes is full compensation for all labor, material, equipment, dewatering, trenching, backfilling, compaction testing, pipe testing, pressure testing, material for backfilling, disposal of surplus and unsuitable material, complete as per plans and specifications subject to the Village of De Forest Municipal Utilities and the engineer's approval.

65. Gate Valve w/ Box, 6-inch, SPV.0060.38; Gate Valve w/ Box, 8-inch, SPV.0060.39; Gate Valve w/ Box, 10-inch, SPV.0060.40; Hydrant, SPV.0060.41.

A Description

This work shall include furnishing and installing all water main fittings as noted, and as required to complete the work in accordance to the contract. Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all water main construction, except as modified in these special provisions.

Connect to existing water main shall include verifying existing conditions and making the necessary connections between existing and proposed water mains as shown on the plans or as required to meet field conditions.

B Materials

Gate valves shall conform to Chapter 8.27.0. Valves shall be American Flow Control's Series 2500 Ductile Iron, Resilient Wedge, or approved equal. Valve boxes shall conform to Chapter 8.29.0, specified for 7-foot bury depth, and include valve box adaptor, Adaptor, Inc. or equal. Valve box cover shall be marked "WATER."

Fire Hydrants shall conform to Chapter 8.26.0, and shall be Waterous Pacer WB67 with 5 1/4" valve opening. Hydrants shall have two 2 1/2" openings and one 4 1/2" pumper nozzle. Depth of bury shall be for 7.5' to accommodate the 6.5' minimum cover, and have a ground line breakable flange. 8.0' Bury hydrants will be required if the water main is installed 7.0' deep. Hydrants shall be equipped with a FlexStake (4" orange) marker. Hydrant color shall be Red, original manufacturer enamel coating.

Buttresses shall be high early strength concrete or solid concrete blocks. Wood blocking is not allowed.

All mechanical joint fittings are to be restrained by thrust restraint retainer glands (Mega Lug or approved equal). This includes but is not limited to tees, caps, crosses, bends, valves, plugs, sleeves, hydrants, and reducers. Thrust restraint shall be provided for all joints within 30 feet of the above items.

Polyethylene encasement is not required.

C Construction

Construction, disinfection, and testing shall conform to pertinent sections of Part IV.

Electrical conductivity across joints and fittings shall be provided according to the manufacturer's recommendations. Conductivity devices may be cable bond type or a copper conductivity strip. Either shall be capable of carrying 500 amperes continuously. Metal wedges are not permitted. Lead-tipped rubber gaskets or lead-caulked joints are not permitted.

Hydrants shall be restrained to tee with concrete buttresses and lugged retainer glands. Hydrants shall be installed such that the pumper nozzle is 18" to 23" above finished ground elevations.

Valve boxes shall be set such that the top section is between ¼” and ½” below the pavement grade. Valve boxes installed outside of paved roadways shall be painted blue and marked with a steel fence post or a treated wood 4x4 post extending a minimum of 6’ above ground elevation.

For fittings, hydrants, valves and shortened pipe sections where cable bond type or copper conductivity type continuity devices are not provided by the manufacturer the contractor shall field weld a lug onto the fitting, hydrant, valve or shortened pipe section and shall field install a strip or cable capable of carrying 500 amperes continuously between the sections. Cable bonds or copper conductivity strips may be installed around such fittings, valves or shortened pipe sections; but hydrants shall be equipped with continuity devices.

Contractor shall be equipped with varying types and sizes of fittings to accommodate the types of connections that may be required due to varying existing conditions.

Contractor shall coordinate with Village of DeForest Water Utility Staff for operation of existing valves and hydrants.

D Measurement

The department will measure Gate Valve W/ Box, 6-inch, Gate Valve W/ Box, 8-inch and Gate Valve w/ Box, 10-inch as each individual Gate Valve of the size specified, acceptably completed.

The department will measure Hydrant as each individual Hydrant, acceptably completed including marker flag.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|----------------------------|------|
| SPV.0060.38 | Gate Valve w/ Box, 6-Inch | Each |
| SPV.0060.39 | Gate Valve w/ Box, 8-Inch | Each |
| SPV.0060.40 | Gate Valve w/ Box, 10-Inch | Each |
| SPV.0060.41 | Hydrant | Each |

Payment for gate valves and hydrants is full compensation for furnishing all material, labor, bedding, excavation, backfilling, disposal of surplus and unsuitable material, complete as per plans and specifications. Caps, bends and any fitting not specified above shall be considered incidental to the water main price.

66. 4x4x4-Inch Flush Mounted Junction Box, Item SPV.0060.42.

A Description

This work consists of furnishing and placing junction boxes as shown in the plans and as hereinafter provided.

B Materials

B.1 General

Conform to the materials in standard spec 653.

C Construction

C.1 General

Conform to the construction methods in standard spec 653.

D Measurement

The department will measure 4x4x4-Inch Flush Mounted Junction Box as each individual unit acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------------------|------|
| SPV.0060.42 | 4x4x4-Inch Flush Mounted Junction Box | Each |

Payment is full compensation for providing, transporting and placing the junction box.

67. Aluminum Edger, Item SPV.0090.01.

A Description

This special provision describes furnishing and installing Aluminum Edger as shown on the plans, and as hereinafter provided.

B Materials

Aluminum Edger to be 3/16-inch by 4-inch size, color to be black, stakes to be 15-inch length, maximum 5 foot spacing.

Samples: Submit two 6-inch long samples to engineer indicating size and color.

C Construction

The installation of the Aluminum Edger shall be in accordance to the manufacturer's instructions. The Aluminum Edger is to be installed as indicated on streetscape detail number 13.

D Measurement

The department will measure Aluminum Edger by the linear foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|----------------|------|
| SPV.0090.01 | Aluminum Edger | LF |

Payment is full compensation for furnishing and delivering all materials, including aluminum stakes, for installing aluminum edger as per the plan details, manufacturer's instructions, and these special provisions.

68. Removing Pavement Markings Water Blasting, Item SPV.0090.02.**A Description**

Remove pavement markings by water blasting with a vacuum recovery system.

B Materials

All materials shall conform to the requirements of standard spec 646 and as hereinafter provided.

C Construction

The water blaster shall remove the stripe from the pavement using a high pressurized water spray with a vacuum recovery system to provide a clean, almost dry surface, without the use of a secondary cleanup process. The removal shall be to the satisfaction of the engineer. The equipment shall contain a storage system that allows for the storage of the wastewater while retaining the debris. The operator shall be in immediate control of the blast head.

D Measurement

The department will measure Removing Pavement Markings Water Blasting by the linear foot of removed pavement markings, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0090.02 | Removing Pavement Markings Water Blasting | LF |

Payment is full compensation for removing pavement markings by water blasting with a vacuum recovery system.

69. Pavement Marking Grooved Preformed Thermoplastic 4-Inch, Item SPV.0090.03; 8-Inch, Item SPV.0090.04.

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 646, and as hereinafter provided.

B Materials

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

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 deep 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 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 pavement marking tape.

Plane the grooved lines in accordance to details in the plan. 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 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 – Longitudinal Markings

Cut the groove one-inch wider than the width of the tape.

C.4 Groove Position

Position the groove edge in accordance to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

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 adhesive, 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

If opening to traffic an asphalt lane that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

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.

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.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Inch) in length by the linear foot of tape placed, 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.0090.03 | Pavement Marking Grooved Preformed Thermoplastic 4-Inch | LF |
| SPV.0090.04 | Pavement Marking Grooved Preformed Thermoplastic 8-Inch | LF |

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for furnishing, placing, and removing temporary pavement marking, if necessary.

70. Pavement Marking Grooved Preformed Thermoplastic Diagonal 12-Inch, Item SPV.0090.05; Crosswalk 12-Inch, Item SPV.0090.06; 18-Inch, Item SPV.0090.07;

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 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

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 deep 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 at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

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 Asphalt

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

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.6 Preformed Thermoplastic Application

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

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Type) (Inch) by the linear foot of tape placed, 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.0090.05 | Pavement Marking Grooved Preformed Thermoplastic Diagonal 12-Inch | LF |
| SPV.0090.06 | Pavement Marking Grooved Preformed Thermoplastic Crosswalk 12-Inch | LF |
| SPV.0090.07 | Pavement Marking Grooved Preformed Thermoplastic 18-Inch | LF |

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

71. Sanitary Lateral, 4-inch PVC, SDR 35, w/ 10 AWG Tracer Wire, SPV.0090.08; Sanitary Sewer Main, 8-inch PVC, SDR 35, SPV.0090.09.

A Description

Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all sanitary sewer construction, except as modified in these special provisions.

B Materials

Sanitary sewer mains and laterals shall be SDR 35 with elastometric gaskets as required and conform to Chapter 8.10.0.

Tracer wire shall be a minimum of 10 gauge solid copper wire with an exterior grade plastic (HDPE) coating to prevent corrosion. The covered access device (tracer wire access box) shall be a Taylor P200NFG or Valvco CP Test Mini-box with "Sewer" stamped line and tracer wire connection holes with stainless steel bolts. Lid shall have a standard pentagon head key.

Bedding and cover materials shall be crushed stone. Additional crushed stone shall be used in areas of high ground water.

C Construction

Construction and low pressure air testing shall conform to pertinent chapters of Part III. Following installation, and prior to paving, the sanitary sewer shall be televised to determine if any defects exist. Contractor shall provide the sewer utility with a hard copy report and video on a DVD or other approved media format. A VHS tape will not be accepted.

Pipe deflection testing shall be performed for all sanitary sewer pipe. The deflection test shall be performed using a rigid ball or mandrel, and shall be performed without mechanical pulling devices. If deflection testing takes place within 30 days of placement of the final backfill, deflection may not exceed 5%. Maximum deflection may not exceed 7.5% when testing occurs more than 30 days after placement of the final backfill.

Class C (ASTM C12) bedding shall be used for all sanitary sewers. Tracer wire shall be installed along service laterals as specified in Chapter 2.11.0. Backfill under roadway areas shall comply with standard spec 520.3.4.1 (maximum 12-inch compacted lifts).

Plugs shall be installed at the ends of all sanitary sewer laterals and stubs.

Tracer wire shall be installed on top of all PVC sanitary sewer laterals and taped at 6-foot intervals from the wye at the sewer main to the center of the terrace. A second wire shall be extended from the center of the terrace to the end of the lateral into the lot. A 25' spool of excess wire shall be provided for use by the building plumber at the time of building connection. The conductor shall be brought to the surface to a test box located directly above the sewer lateral in the center of the terrace between the back of the curb and the front of the sidewalk. The end the tracer wire at the sewer wye shall be connected to a 2-foot long 5/8-inch diameter ground rod. Below grade splices should be avoided. If a splice is required, the splice shall be made with a 3M Schtchlok Self-Stripping Connector.

The point of termination of the laterals shall be marked with a 6-foot steel fence post with 1-foot of the post below the end of the lateral. A 6-foot 4x4 treated wood post will also be installed at the end of each lateral with 3-feet of the post being buried below grade. The exposed portion of the post shall be painted green.

Compaction shall be by mechanical consolidation. Consolidation shall achieve 95% of the Standard Proctor density for imported granular material and 100% for excavate materials of existing material in the adjacent trench wall.

D Measurement

The department will measure Sanitary Sewer of the type and size provided, by the linear foot, 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.0090.08 | Sanitary Lateral, 4-Inch PVC SDR 35, w/ 10 AWG Tracer Wire | LF |
| SPV.0090.09 | Sanitary Sewer Main, 8-Inch PVC, SDR 35 | LF |

Payment for sanitary sewer is full compensation for all labor, material, equipment, dewatering, trenching, backfilling, compaction testing, pipe testing, televising, pressure testing, material for backfilling, disposal of surplus and unsuitable material, complete as per plans and specifications subject to the Village of DeForest Municipal Utilities and the engineer's approval.

Connecting to existing manholes, laterals, and main including fittings required for cut-in or connection will be considered incidental to new construction of sanitary sewer. Tracer wire for sanitary lateral will be considered incidental to lateral.

Any additional shoring or support required to install sanitary sewer shall be considered incidental to the cost of sanitary sewer main.

Plugs for sanitary sewer and tracer wire boxes shall be considered incidental to the cost of sanitary sewer lateral.

72. Water Service Copper, 1.5-Inch, including fittings, SPV.0090.10; Water main, 6-Inch DI Class 52, including fittings, SPV.0090.11; Water main, 8-Inch DI Class 52, including fittings, SPV.0090.12; Water main, 10-Inch DI Class 52, including fittings, SPV.0090.13.

A Description

Work shall include furnishing and installing ductile iron water main pipe and water service in accordance to the contract documents. Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all watermain construction, except as modified in these special provisions.

B Materials

Water main pipe shall be ductile iron Class 52, conforming to Chapter 8.18.0.

Reducers, caps, tees, bends and crosses shall be ductile iron, mechanical joint, with electrical non-lead coated conductive straps, conforming to Chapter 8.22.0.

Water services shall comply with Chapter 8.24.0.

Corporation stops shall comply with Chapter 8.30.0, and shall be Mueller H-15008, compression type.

Curb Valves shall comply with Chapter 8.31.0, and shall be Mueller H-25155.

Service Boxes shall comply with Chapter 8.25.0, Buffalo Type, Bingham Taylor. Guide ring and extension rod will not be installed.

Water main shall be installed with tracer wire. Tracer wire shall be ten gauge (AWG) single strand copper wire with 60 mil of black, cross-linked polyethylene (XLPE) insulation specifically manufactured for direct bury application.

All mechanical joint fittings are to be restrained by thrust restraint retainer glands (Mega Lug or approved equal). This includes but is not limited to tees, caps, crosses, bends, valves, plugs, sleeves, hydrants, and reducers. Thrust restraint shall be provided for all joints within 30 feet of the above items.

Bedding and cover materials shall be sand or crushed stone screenings. Crushed stone shall be used in areas of high ground water.

Polyethylene encasement will not be required.

C Construction

Watermain shall be installed with a minimum of 6.5' of cover to the top of pipe. When water main crosses over sanitary sewer or storm sewer, the bottom of the water main pipe shall be a minimum of 6" above of the sewer pipe. When water main crosses under sanitary sewer or storm sewer, the top of the water main shall be 18" below the sewer pipe. The contractor shall be responsible for identifying sewer crossing and adjust the cover accordingly. The contractor shall also anticipate other utility crossings, including existing water main, and adjust the elevation accordingly to avoid conflict. Contractor shall inform the engineer when changes to the cover are required. Fittings required to avoid utility conflicts shall be considered incidental to the cost of water main.

Construction, disinfection, and pressure and leakage testing shall conform to pertinent chapters of Part IV of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition.

Type 3 Embedment according to AWWA C600 shall be used for ductile iron pipe. Backfill under roadway areas shall comply with standard spec 520.3.4.1 (maximum 12-inch compacted lifts). Water services shall be installed as shown on plans or as

directed by engineer. Wisconsin Administrative Code Plumbing Code, as administered by the Department of Commerce, shall govern the installation of water services.

Electrical conductivity across joints and fittings shall be provided according to the manufacturer's recommendations. Conductivity devices may be cable bond type or a copper conductivity strip. Either shall be capable of carrying 500 amperes continuously. Metal wedges are not permitted. Lead-tipped rubber gaskets or lead-caulked joints are not permitted.

For fittings and shortened pipe sections where cable bond type or copper conductivity type continuity devices are not provided by the manufacturer the contractor shall field weld a lug onto the fitting, hydrant, valve or shortened pipe section and shall field install a strip or cable capable of carrying 500 amperes continuously between the sections. Cable bonds or copper conductivity strips can be installed around such fittings, valves or shortened pipe sections; but hydrants shall be equipped with continuity devices.

Mechanical joint caps shall be installed at the ends of all water services. The caps shall be restrained with concrete buttresses.

All mechanical joint fittings are to be restrained by thrust restraint retainer glands (Mega Lug or approved equal). This includes but is not limited to tees, caps, crosses, bends, valves, plugs, sleeves, hydrants, and reducers. Thrust restraint shall be provided for all joints within 30 feet of the above items.

Lateral ends shall be marked with a 6-foot steel fence post with 1-foot of the post below the end of the service. A 6-foot tall 4x4 treated wood post shall also be installed at the end of the service with 3-feet of the post being buried below grade. The exposed portion of the post shall be painted blue.

Water supply for the purposes of testing, disinfection, and flushing shall come from the Village of De Forest System.

Compaction shall be by mechanical consolidation. Consolidation shall achieve 95% of the Standard Proctor density for imported granular material and 100% for excavated materials of existing material in the adjacent trench wall.

D Measurement

The department will measure Water main, 6-inch Ductile Iron Class 52, including fittings by the linear foot, acceptably completed.

The department will measure Water main, 8-inch Ductile Iron Class 52, including fittings by the linear foot, acceptably completed.

The department will measure Water main, 10-inch Ductile Iron Class 52, including fittings by the linear foot, acceptably completed.

The department will measure Water Service 1.5-inch, including fittings by the linear foot 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.0090.10 | Water main, 1.5-Inch Copper, Type K | LF |
| SPV.0090.11 | Water main, 6-Inch DI Class 52 | LF |
| SPV.0090.12 | Water main, 8-Inch DI Class 52 | LF |
| SPV.0090.13 | Water main, 10-Inch DI Class 52 | LF |

Payment for water main and water services is full compensation for all excavation, bedding, backfill, compaction, buttresses, testing disinfection, tracer wire, dewatering, and furnishing all tools, equipment, labor and disposal of surplus and unsuitable material off the site, complete as per plans and specifications.

Corporation stops, curb valves, and services boxes shall be considered incidental to the LF cost of the installation of the 1.5-inch water services.

Reducers, caps, tees, bends and crosses will not be paid for separately, but will be considered incidental to the water main. Tracer wire for PE water services will be considered incidental to service.

All connections to the existing water mains will be considered incidental to new water main construction.

73. Concrete Curb and Gutter, 32-Inch, Item SPV.0090.14.

A Description

This special provision describes constructing 32 inch curb and gutter as shown on the plans details and as hereinafter provided.

B Materials

Furnish material conforming to the pertinent requirements of standard spec 501.

C Construction

Construct concrete curb and gutter, 32 inch according to standard spec 601.

D Measurement

The department will measure concrete curb and gutter, 32-inch by the linear foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-----------------------------------|------|
| SPV.0090.14 | Concrete Curb and Gutter, 32-Inch | LF |

Payment is full compensation for preparation, furnishing, hauling and placing of all materials; and disposing of excess material.

74. Remove Temporary Crossover TR5, Item SPV.0105.01; Remove Temporary Crossover, X3, Item SPV.0105.02; Remove Temporary Access, Holum St., Item SPV.0105.03.

A Description

This special provision describes excavating, filling, grading, shaping, compacting, saw cutting, shouldering, and finishing as necessary to remove the crossover and grade and finish the shoulders and ditch, as shown on the plans, 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 Removing Temporary Crossover (Location) as a single complete unit of work.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------------------|------|
| SPV.0105.01 | Remove Temporary Crossover, TR5 | LS |
| SPV.0105.02 | Remove Temporary Crossover, X3 | LS |
| SPV.0105.03 | Remove Temporary Access, Holum Street | LS |

Payment is full compensation for furnishing all excavation, grading, shaping, saw cutting, shouldering, and compacting; providing and placing all fill, base aggregate dense, topsoil, fertilizer, seed, mulch, and erosion mat.

75. Construction Staking HMA Roundabout, CTH V Roundabout, Item SPV.0105.04; Construction Staking HMA Roundabout, Southbound Roundabout, Item SPV.0105.05; Construction Staking HMA Roundabout, Northbound Roundabout, Item SPV.0105.06.

A Description

This work consists of staking the horizontal and vertical position of the subgrade, base aggregate, curb, curb and gutter, and concrete roundabout truck apron at the roundabout as shown in the plans.

B (Vacant)

C Construction

Perform Construction Staking HMA Roundabout in accordance to the pertinent provisions of standard spec 650.

D Measurement

The department will measure Construction Staking HMA Roundabout (Location) as a single lump sum unit of work for construction staking, 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.0105.04 | Construction Staking HMA, CTH V Roundabout | LS |
| SPV.0105.05 | Construction Staking HMA, Southbound Roundabout | LS |
| SPV.0105.06 | Construction Staking HMA, Northbound Roundabout | LS |

Payment is full compensation for Construction Staking HMA Roundabout work necessary to locate and set all construction stakes; for maintaining, relocating, and resetting construction stakes at the roundabout throughout all project stages.

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

76. Concrete Sidewalk 8-Inch, Item SPV.0165.01.

A Description

Perform work in accordance to the applicable provisions of standard spec 602 and as detailed in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Sidewalk 8-Inch by the square foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------|------|
| SPV.0165.01 | Concrete Sidewalk 8-Inch | SF |

Pavement for concrete sidewalk bid items is full compensation for providing all materials, including concrete, reinforcement, and expansion joints; for excavation and preparing the foundation; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing; and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for work required and performed in constructing concrete sidewalks as specified in the contract.

77. Geogrid Reinforcement, Item SPV.0180.01.**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 6 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.0180.01 | Geogrid Reinforcement | SY |

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

78. Shredded Hardwood Bark Mulch, Item SPV.0180.02.

A Description

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch as shown on the plans, and as hereinafter provided. Minimum mulch thickness to be 3-inches.

B Materials

Shredded Hardwood Bark Mulch shall be natural, shredded hardwood bark mulch, free of growth or germination inhibiting ingredients, and shall be no larger than 4-inches in any dimension, and suitable for top dressing of planting beds. No artificial coloration shall be added.

C Construction

The installation of the Shredded Hardwood Bark Mulch shall be in accordance to the plans and details. Keep mulch minimum 2-inches away from all tree stems, woody stems and herbaceous shoots.

D Measurement

The department will measure Shredded Hardwood Bark Mulch by square yard of material furnished and 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.0180.02 | Shredded Hardwood Bark Mulch | SY |

Payment is full compensation for furnishing and delivering and installing all Shredded Hardwood Bark Mulch.

79. Asphalt Repair, Item SPV. 0195.01.**A Description**

This special provision describes partial depth repairing segments of asphalt pavement as shown in the plans and hereinafter provided.

B Materials

Furnish materials in accordance to standard spec 460 and as shown in the plans.

C Construction

After initial milling, mill an additional 2" of asphalt in the location as directed by the engineer and shown in the construction details. Using a paver, inlay min 2" of asphaltic material conforming to HMA Pavement Type E-3 requirements prior to the 3.5" HMA overlay.

D Measurement

The department will measure Asphalt Repair by the square yard, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|----------------|------|
| SPV.0195.01 | Asphalt Repair | TON |

Payment is full compensation for asphalt milling, transporting and disposing of the, and the inlayed HMA Pavement Type E-3, tack coat, and asphaltic material.

**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 5 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process

a. Documentation Submittal

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

i. Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

ii. Bidder Does Not Meet DBE Goal

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
 - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
 - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

5. Department's Criteria for Good Faith Effort

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. *See Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
 - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
 - i. Provide the following information along with department form DT1202:
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
 - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office
6150 Fond du Lac Ave.
Milwaukee, WI 53218
Phone: 414-438-4583 / 608-266-6961
Fax: 414-438-5392
E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

9. Commercially Useful Function

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

10. Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

11. Manufacturers and Suppliers

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

12. DBE Prime

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

13. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

17. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

18. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: REQUEST FOR DBE QUOTES
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

Prime Contractor 's Contact Person

| |
|--------------|
| |
| Phone: _____ |
| Fax: _____ |
| Email: _____ |
| _____ |

DBE Contractor Contact Person

| |
|-------------|
| |
| Phone _____ |
| Fax _____ |
| Email _____ |
| _____ |

Please circle the jobs and items you will be quoting below

| | | | | | | | |
|--------------|---|---|---|---|---|---|---|
| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| County | | | | | | | |

WORK DESCRIPTION:

| | | | | | | | |
|---------------------------------|---|---|---|---|---|---|---|
| Clear and Grub | X | | X | X | | X | X |
| Dump Truck Hauling | X | | X | X | | X | X |
| Curb & Gutter/Sidewalk, Etc. | X | | X | X | | X | X |
| Erosion Control Items | X | | X | X | | X | X |
| Signs and Posts/Markers | X | | X | X | | X | X |
| Traffic Control | | X | X | X | | X | X |
| Electrical Work/Traffic Signals | | X | X | X | | X | |
| Pavement Marking | | X | X | X | X | X | X |
| Sawing Pavement | | X | X | X | X | X | X |
| QMP, Base | X | X | | X | X | X | X |
| Pipe Underdrain | X | | | X | | | |
| Beam Guard | | | | X | X | X | X |
| Concrete Staining | | | | | | | X |
| Trees/Shrubs | X | | | | | | X |

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

The prime contractor may also withhold retainage from payments due subcontractors. Reduce the total amount retained from all first-tier subcontractors to no more than the department retains within 10 calendar days of the department releasing retainage.

Payment to Lower-Tier Subcontractors

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

ADDITIONAL SPECIAL PROVISIONS 5**Fuel Cost Adjustment****A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

| (1) Earthwork. | | Unit | Gal. Fuel Per Unit |
|----------------|-------------------|------|-----------------------|
| 205.0100 | Excavation Common | CY | 0.23 |
| 205.0200 | Excavation Rock | CY | 0.39 |
| 205.0400 | Excavation Marsh | CY | 0.29 |
| 208.0100 | Borrow | CY | 0.23 |
| 208.1100 | Select Borrow | CY | 0.23 |
| 209.0100 | Backfill Granular | CY | 0.23 |
| 350.0102 | Subbase | CY | 0.28 |
| 350.0104 | Subbase | Ton | 0.14 |
| 350.0115 | Subbase 6-Inch | SY | 0.05 |
| 350.0120 | Subbase 7-Inch | SY | 0.05 |
| 350.0125 | Subbase 8-Inch | SY | 0.06 |
| 350.0130 | Subbase 9-Inch | SY | 0.07 |
| 350.0135 | Subbase 10-Inch | SY | 0.08 |
| 350.0140 | Subbase 11-Inch | SY | 0.09 |
| 350.0145 | Subbase 12-Inch | SY | 0.09 |

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.90 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left(\frac{CFI}{BFI} - 1 \right) \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

| | | | |
|-------|-----|---|--------------------------------------|
| Where | FA | = | Fuel Cost Adjustment (plus or minus) |
| | CFI | = | Current Fuel Index |
| | BFI | = | Base Fuel Index |
| | Q | = | Monthly total gallons of fuel |

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

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

104.4 Requests for Information

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

- (1) Either the department or the contractor may request information that the other party must provide in order for the requesting party to fulfill its contract obligations. The requesting party shall submit requests for information (RFI) on department form DT2502 either in hard copy or via email. RFI must conform to the following:
 - Be of reasonable scope.
 - Explain why a response is necessary to fulfill contract obligations.
 - Provide a requested response time, which must be reasonable in relation to its scope.
-

106.1 General

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

106.1.1 Materials

- (1) Provide materials conforming to the contract. Use new products and materials for items permanently incorporated into the work unless the contract specifies or allows otherwise. Use materials the contract specifies unless the engineer authorizes substitutes under 108.8. Monitor construction operations to identify potential nonconforming materials and prevent their incorporation into the work.
- (2) All materials are subject to the engineer's approval before incorporation into the work. The engineer may inspect or test all materials at any time during their preparation, storage, and use. Notify the engineer of the proposed source of materials before delivering those materials to the project site. If the engineer requests, provide samples of material and access to facilities that the engineer needs to assess the acceptability of all materials. The department will, on request, share with the contractor available information on a source or material. The department will maintain a web-based list of approved aggregate sources. Aggregate producers must provide test results as required in the department policy for aggregate source approval to have their source approved and to keep that approval over time.
- (3) For fabricated components, the materials and the fabricator are subject to the department's approval before delivery of those components to the project site. The engineer may require the contractor to obtain components from another department-approved source if the department determines a fabricator's product does not conform to the contract.
- (4) Do not incorporate materials into the work until the engineer approves those materials. However, the contractor may request permission to incorporate materials not already approved. The engineer will grant this permission only if the contractor can provide convincing evidence that the engineer will subsequently find those materials conforming. Incorporation of materials before approval is at the contractor's risk and permission to do so does not imply that the department will subsequently approve those materials.
- (5) Except as required under the contract, ensure that products incorporated into the work, either temporarily or permanently, do not display advertising or messages not directly related to the manufacturer, properties, or function of those products; or advertising or messages in violation of state statutes

106.1.2 Designated Materials Person

- (1) Designate one person, either a member of the contractor's own organization or acting as an agent for the contractor responsible for the following:
 - Communicating contract sampling and testing requirements to subcontractors at all tiers.
 - Reporting out-of-specification test results to the department as soon as the information is available.

- Providing certified reports of test or analysis and manufacturers' certificates of compliance from subcontractors at all tiers and maintaining certification records as specified in 106.3.3.2.
 - (2) Ensure that the contractor-designated materials person submits materials information required under the contract to a person the engineer designates. Ensure that the contractor-designated materials person communicates with their department counterpart weekly.
-

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 C150, 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 cement and sufficient air-entraining admixture to produce concrete with the air content specified in 501.3.2.4.
-

501.3.1.3.2 Special Restrictions

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

- (1) If using coarse aggregate composed primarily of igneous or metamorphic materials, provide concrete for concrete pavement, approach slabs, barrier, surface drains, driveways, alleys, sidewalks, curb, gutter, and curb & gutter as follows:

Grade A, A-FA, A-S, and A-T : If using type II portland cement, or if using Type IL blended cement where the base portland cement meets Type II chemical requirements.

Grade A-IS and A-IP : If using type I/II blended portland cement.

Grade A-S2 : If placing by a slip-formed process and using type II portland cement.

Grade C, C-FA, C-S, C-IS, and C-IP : If using types I or III portland cement.

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 cement. The contractor may replace up to 30 percent of type I, IL, II, or III 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 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 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 permanent no-passing zones as specified in section 648.
-

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 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 Bolts

Correct 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. |
-

614.2.1 General

Correct errata by changing the discontinued AASHTO M298 to ASTM B695.

- (4) Furnish steel nuts conforming to ASTM A563, washers conforming to ASTM F436, grade 1, and bolts conforming to ASTM A307. Ensure that the nuts, washers, and bolts are either hot-dip coated according to AASHTO M232 class C or mechanically coated according to ASTM B695 class 50.
-

643.3.1 General

Correct errata by eliminating the word "continuously".

- (6) Review all traffic signs and control devices furnished and erected for location, position, visibility, adequacy, and manner of use under specific job conditions immediately after each setup and at least once every 24 hours and more frequently as necessary, to ensure all the signs and control devices are in compliance with this section. Review the signs and devices from the same direction that approaching traffic views them.
-

660.2.1 General

Correct 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 Foundations

Correct errata by changing section 511 to 550.

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

701.3 Contractor Testing

Correct 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.

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 pages 17-22 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/crc-basic-info.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction 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 or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant 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 or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) 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 offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction 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 or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant 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 or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams | 1.7 | Iowa | 1.7 | Polk | 2.2 |
| Ashland | 1.2 | Iron | 1.2 | Portage | 0.6 |
| Barron | 0.6 | Jackson | 0.6 | Price | 0.6 |
| Bayfield | 1.2 | Jefferson | 7.0 | Racine | 8.4 |
| Brown | 1.3 | Juneau | 0.6 | Richland | 1.7 |
| Buffalo | 0.6 | Kenosha | 3.0 | Rock | 3.1 |
| Burnett | 2.2 | Kewaunee | 1.0 | Rusk | 0.6 |
| Calumet | 0.9 | La Crosse | 0.9 | St. Croix | 2.9 |
| Chippewa | 0.5 | Lafayette | 0.5 | Sauk | 1.7 |
| Clark | 0.6 | Langlade | 0.6 | Sawyer | 0.6 |
| Columbia | 1.7 | Lincoln | 0.6 | Shawano | 1.0 |
| Crawford | 0.5 | Manitowoc | 1.0 | Sheboygan | 7.0 |
| Dane | 2.2 | Marathon | 0.6 | Taylor | 0.6 |
| Dodge | 7.0 | Marinette | 1.0 | Trempealeau | 0.6 |
| Door | 1.0 | Marquette | 1.7 | Vernon | 0.6 |
| Douglas | 1.0 | Menominee | 1.0 | Vilas | 0.6 |
| Dunn | 0.6 | Milwaukee | 8.0 | Walworth | 7.0 |
| Eau Claire | 0.5 | Monroe | 0.6 | Washburn | 0.6 |
| Florence | 1.0 | Oconto | 1.0 | Washington | 8.0 |
| Fond du Lac | 1.0 | Oneida | 0.6 | Waukesha | 8.0 |
| Forest | 1.0 | Outagamie | 0.9 | Waupaca | 1.0 |
| Grant | 0.5 | Ozaukee | 8.0 | Waushara | 1.0 |
| Green | 1.7 | Pepin | 0.6 | Winnebago | 0.9 |
| Green Lake | 1.0 | Pierce | 2.2 | Wood | 0.6 |

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

APRIL 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.4 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.4>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/hidden/ws4567.doc>

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
DANE COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 2013

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 | 35.58 | 19.20 | 54.78 |
| Carpenter | 30.16 | 15.31 | 45.47 |
| Cement Finisher | 32.09 | 16.13 | 48.22 |
| Future Increase(s): 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 | 32.94 | 18.80 | 51.74 |
| 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. | | | |
| Fence Erector | 28.00 | 4.50 | 32.50 |
| Ironworker | 30.90 | 19.11 | 50.01 |
| Line Constructor (Electrical) | 31.29 | 15.34 | 46.63 |
| Painter | 26.65 | 13.10 | 39.75 |
| Pavement Marking Operator | 29.22 | 16.71 | 45.93 |
| Piledriver | 30.66 | 15.31 | 45.97 |
| Roofer or Waterproofor | 30.40 | 2.23 | 32.63 |
| Teledata Technician or Installer | 21.26 | 11.75 | 33.01 |
| Tuckpointer, Caulker or Cleaner | 32.01 | 16.85 | 48.86 |
| Underwater Diver (Except on Great Lakes) | 37.45 | 19.45 | 56.90 |
| Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 29.64 | 17.00 | 46.64 |
| Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 35.50 | 15.09 | 50.59 |
| Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 25.94 | 13.57 | 39.51 |
| Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 24.08 | 12.96 | 37.04 |

| TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.75 | 11.90 | 33.65 |

TRUCK DRIVERS

| | | | |
|---|-------|-------|-------|
| Single Axle or Two Axle | 33.22 | 18.90 | 52.12 |
| Three or More Axle | 23.31 | 17.13 | 40.44 |
| Future Increase(s): 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, Dumptror, Off Road Material Hauler | 27.77 | 19.90 | 47.67 |
| Future Increase(s): 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | | | |
| Pavement Marking Vehicle | 23.84 | 14.94 | 38.78 |
| Shadow or Pilot Vehicle | 33.22 | 18.90 | 52.12 |
| Truck Mechanic | 22.50 | 16.19 | 38.69 |

LABORERS

| | | | |
|---|-------|-------|-------|
| General Laborer | 28.35 | 13.90 | 42.25 |
| Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/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 | 18.00 | 0.00 | 18.00 |
| Landscaper | 28.35 | 13.90 | 42.25 |
| Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/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). | | | |
| Flagperson or Traffic Control Person | 24.70 | 13.90 | 38.60 |
| Future Increase(s): 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) | 17.81 | 12.22 | 30.03 |
| Railroad Track Laborer | 23.41 | 6.91 | 30.32 |

| <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 6/1/13; 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | 35.22 | 19.90 | 55.12 |
| Backhoe (Track Type) Having a Mfr.'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 6/1/13; 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | 34.72 | 19.90 | 54.62 |
| 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 Mfr.'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 & A- Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. | 34.22 | 19.90 | 54.12 |

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|--|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | | | |
| 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. | 33.96 | 19.90 | 53.86 |
| Future Increase(s): 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | | | |
| 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; Oilier; 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. | 33.67 | 19.90 | 53.57 |
| Future Increase(s): 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm . | | | |
| Fiber Optic Cable Equipment. | 25.74 | 15.85 | 41.59 |

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: June 7, 2013

| LABORERS CLASSIFICATION: | | Basic Hourly Rates | Fringe Benefits | | Basic Hourly Rates | Fringe Benefits |
|--------------------------|---|-----------------------|--------------------|--|-----------------------|--------------------|
| Group 1: | General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler | \$27.20..... | 13.45 | <u>Truck Drivers:</u> | | |
| | | | | 1 & 2 Axles | 23.16 | 17.13 |
| | | | | Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic..... | 23.31 | 17.13 |
| Group 2: | Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer | 27.30..... | 13.45 | | | |
| Group 3: | Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man..... | 27.35..... | 13.45 | | | |
| Group 4: | Line and Grade Specialist | 27.55..... | 13.45 | | | |
| Group 5: | Blaster and Powderman | 27.40..... | 13.45 | | | |
| Group 6: | Flagperson and Traffic Control Person..... | 23.55..... | 13.45 | | | |

CLASSES OF LABORER AND MECHANICS

| | | |
|---|-------------|------------|
| Bricklayer | 28.41..... | 12.81 |
| Carpenter | 30.48..... | 15.80 |
| Millwright | 32.11..... | 15.80 |
| Piledriverman | 30.98..... | 15.80 |
| Ironworker | 31.25 | 19.48 |
| Cement Mason/Concrete Finisher | 32.09..... | 16.13 |
| Electrician | | See Page 3 |
| Line Construction | | |
| Lineman..... | 38.25..... | 18.00 |
| Heavy Equipment Operator | 34.43..... | 16.71 |
| Equipment Operator..... | 30.60..... | 15.41 |
| Heavy Groundman Driver..... | 26.78..... | 14.11 |
| Light Groundman Driver | 24.86..... | 13.45 |
| Groundsman..... | 21.04..... | 12.16 |
| Painter, Brush | 24.50..... | 16.27 |
| Painter, Spray, Structural Steel,Bridges..... | 25.50..... | 16.27 |
| Well Drilling: | | |
| Well Driller..... | 16.52..... | 3.70 |

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 4, 2013; Modification #1 dated February 1, 2013; Modification #2 dated June 7, 2013.

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130813006PROJECT(S):
6020-02-72
6020-02-74FEDERAL ID(S):
WISC 2013375
N/A

CONTRACTOR : _____

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

SECTION 0001 CONTRACT ITEMS

| | | | | | | |
|------|---|------------------|---|---|---|---|
| 0010 | 201.0105 CLEARING | 18.000 STA | . | . | . | . |
| 0020 | 201.0205 GRUBBING | 18.000 STA | . | . | . | . |
| 0030 | 203.0100 REMOVING SMALL PIPE CULVERTS | 30.000 EACH | . | . | . | . |
| 0040 | 204.0100 REMOVING PAVEMENT | 8,135.000 SY | . | . | . | . |
| 0050 | 204.0120 REMOVING ASPHALTIC SURFACE MILLING | 38,100.000 SY | . | . | . | . |
| 0060 | 204.0150 REMOVING CURB & GUTTER | 4,805.000 LF | . | . | . | . |
| 0070 | 204.0195 REMOVING CONCRETE BASES | 2.000 EACH | . | . | . | . |
| 0080 | 204.0220 REMOVING INLETS | 5.000 EACH | . | . | . | . |
| 0090 | 204.0225 REMOVING SEPTIC TANKS | 3.000 EACH | . | . | . | . |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0100 | 204.0235 REMOVING BUILDINGS (PARCEL) 01. PARCEL 28 | LUMP | LUMP | | . | |
| 0110 | 204.0235 REMOVING BUILDINGS (PARCEL) 02. PARCEL 33 | LUMP | LUMP | | . | |
| 0120 | 204.0235 REMOVING BUILDINGS (PARCEL) 03. PARCEL 42 | LUMP | LUMP | | . | |
| 0130 | 204.0240 SITE CLEARANCE (PARCEL) 01. PARCEL 28 | LUMP | LUMP | | . | |
| 0140 | 204.0240 SITE CLEARANCE (PARCEL) 02. PARCEL 33 | LUMP | LUMP | | . | |
| 0150 | 204.0240 SITE CLEARANCE (PARCEL) 03. PARCEL 42 | LUMP | LUMP | | . | |
| 0160 | 204.0245 REMOVING STORM SEWER (SIZE) 01. 12-INCH | 84.000 LF | . | | . | |
| 0170 | 204.0245 REMOVING STORM SEWER (SIZE) 02. 18-INCH | 10.000 LF | . | | . | |
| 0180 | 204.0245 REMOVING STORM SEWER (SIZE) 03. 34"X53" RCHECP | 8.000 LF | . | | . | |
| 0190 | 204.0265 ABANDONING WELLS | 3.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0200 | 204.9105.S REMOVING (ITEM DESCRIPTION) 01. DEFOREST BUSINES PARK SIGN | LUMP | LUMP | | | . |
| 0210 | 204.9105.S REMOVING (ITEM DESCRIPTION) 02. DEFOREST SIGN | LUMP | LUMP | | | . |
| 0220 | 204.9105.S REMOVING (ITEM DESCRIPTION) 03. RED ONION FRESH MARKET SIGN | LUMP | LUMP | | | . |
| 0230 | 205.0100 EXCAVATION COMMON | 398,380.000 CY | | . | | . |
| 0240 | 206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01. B-13-599 | LUMP | LUMP | | | . |
| 0250 | 206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 02. B-13-600 | LUMP | LUMP | | | . |
| 0260 | 206.6000.S TEMPORARY SHORING | 750.000 SF | | . | | . |
| 0270 | 208.0100 BORROW | 735,566.000 CY | | . | | . |
| 0280 | 210.0100 BACKFILL STRUCTURE ***P** | 960.000 CY | | . | | . |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0290 | 213.0100 FINISHING ROADWAY (PROJECT) 01. 6020-02-72 | 1.000 EACH | . | | . | |
| 0300 | 214.0100 OBLITERATING OLD ROAD | 4.000 STA | . | | . | |
| 0310 | 305.0110 BASE AGGREGATE DENSE 3/4-INCH | 11,600.000 TON | . | | . | |
| 0320 | 305.0120 BASE AGGREGATE DENSE 1 1/4-INCH | 171,800.000 TON | . | | . | |
| 0330 | 305.0130 BASE AGGREGATE DENSE 3-INCH | 29,900.000 TON | . | | . | |
| 0340 | 305.0500 SHAPING SHOULDERS | 163.000 STA | . | | . | |
| 0350 | 312.0110 SELECT CRUSHED MATERIAL | 143,800.000 TON | . | | . | |
| 0360 | 405.0100 COLORING CONCRETE RED | 570.000 CY | . | | . | |
| 0370 | 415.0095 CONCRETE PAVEMENT 9 1/2-INCH | 71,235.000 SY | . | | . | |
| 0380 | 415.0410 CONCRETE PAVEMENT APPROACH SLAB | 188.000 SY | . | | . | |
| 0390 | 415.6000.S ROUTE AND SEAL | 51,200.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0400 | 416.0160 CONCRETE DRIVEWAY 6-INCH | 165.000 SY | . | | . | |
| 0410 | 416.0508 CONCRETE ROUNDAABOUT TRUCK APRON 8-INCH | 1,895.000 SY | . | | . | |
| 0420 | 416.1010 CONCRETE SURFACE DRAINS **P** | 16.000 CY | . | | . | |
| 0430 | 416.1110 CONCRETE RUMBLE STRIPS SHOULDER | 23,500.000 LF | . | | . | |
| 0440 | 440.4410.S INCENTIVE IRI RIDE | 25,000.000 DOL | 1.00000 | | 25000.00 | |
| 0450 | 455.0105 ASPHALTIC MATERIAL PG58-28 | 1,697.000 TON | . | | . | |
| 0460 | 455.0120 ASPHALTIC MATERIAL PG64-28 | 115.000 TON | . | | . | |
| 0470 | 455.0605 TACK COAT | 4,915.000 GAL | . | | . | |
| 0480 | 460.1100 HMA PAVEMENT TYPE E-0.3 | 6,875.000 TON | . | | . | |
| 0490 | 460.1103 HMA PAVEMENT TYPE E-3 | 15,490.000 TON | . | | . | |
| 0500 | 460.1110 HMA PAVEMENT TYPE E-10 | 10,830.000 TON | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0510 | 460.2000 INCENTIVE DENSITY HMA PAVEMENT | 21,200.000 DOL | 1.00000 | | 21200.00 | |
| 0520 | 465.0125 ASPHALTIC SURFACE TEMPORARY | 4,525.000 TON | . | | . | |
| 0530 | 465.0315 ASPHALTIC FLUMES | 280.000 SY | . | | . | |
| 0540 | 465.0400 ASPHALTIC SHOULDER RUMBLE STRIP | 32,200.000 LF | . | | . | |
| 0550 | 502.0100 CONCRETE MASONRY BRIDGES | 1,093.000 CY | . | | . | |
| 0560 | 502.3200 PROTECTIVE SURFACE TREATMENT ***P** | 1,820.000 SY | . | | . | |
| 0570 | 503.0137 PRESTRESSED GIRDER TYPE I 36W-INCH | 1,628.000 LF | . | | . | |
| 0580 | 504.0900 CONCRETE MASONRY ENDWALLS ***P** | 74.600 CY | . | | . | |
| 0590 | 505.0405 BAR STEEL REINFORCEMENT HS BRIDGES | 15,470.000 LB | . | | . | |
| 0600 | 505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES | 159,540.000 LB | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0610 | 506.2605 BEARING PADS ELASTOMERIC NON-LAMINATED | 40.000 EACH | . | | . | |
| 0620 | 506.4000 STEEL DIAPHRAGMS (STRUCTURE) 01. B-13-599 | 16.000 EACH | . | | . | |
| 0630 | 506.4000 STEEL DIAPHRAGMS (STRUCTURE) 02. B-13-600 | 16.000 EACH | . | | . | |
| 0640 | 516.0500 RUBBERIZED MEMBRANE WATERPROOFING ***p** | 48.000 SY | . | | . | |
| 0650 | 517.1010.S CONCRETE STAINING (STRUCTURE) 01. B-13-599 | 2,175.000 SF | . | | . | |
| 0660 | 517.1010.S CONCRETE STAINING (STRUCTURE) 02. B-13-600 | 2,175.000 SF | . | | . | |
| 0670 | 517.1015.S CONCRETE STAINING MULTI-COLOR (STRUCTURE) 01. B-13-599 | 2,115.000 SF | . | | . | |
| 0680 | 517.1015.S CONCRETE STAINING MULTI-COLOR (STRUCTURE) 02. B-13-600 | 2,110.000 SF | . | | . | |
| 0690 | 517.1050.S ARCHITECTURAL SURFACE TREATMENT (STRUCTURE) 01. B-13-599 | 2,115.000 SF | . | | . | |
| 0700 | 517.1050.S ARCHITECTURAL SURFACE TREATMENT (STRUCTURE) 02. B-13-600 | 2,110.000 SF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0710 | 520.0112 CULVERT PIPE CLASS III 12-INCH | 62.000 LF | . | | . | |
| 0720 | 520.0118 CULVERT PIPE CLASS III 18-INCH | 244.000 LF | . | | . | |
| 0730 | 520.0124 CULVERT PIPE CLASS III 24-INCH | 152.000 LF | . | | . | |
| 0740 | 520.0130 CULVERT PIPE CLASS III 30-INCH | 220.000 LF | . | | . | |
| 0750 | 520.0136 CULVERT PIPE CLASS III 36-INCH | 72.000 LF | . | | . | |
| 0760 | 520.0142 CULVERT PIPE CLASS III 42-INCH | 30.000 LF | . | | . | |
| 0770 | 520.0148 CULVERT PIPE CLASS III 48-INCH | 214.000 LF | . | | . | |
| 0780 | 520.1012 APRON ENDWALLS FOR CULVERT PIPE 12-INCH | 4.000 EACH | . | | . | |
| 0790 | 520.1018 APRON ENDWALLS FOR CULVERT PIPE 18-INCH | 12.000 EACH | . | | . | |
| 0800 | 520.1024 APRON ENDWALLS FOR CULVERT PIPE 24-INCH | 16.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0810 | 520.1030 APRON ENDWALLS FOR CULVERT PIPE 30-INCH | 8.000 EACH | . | | . | |
| 0820 | 520.1036 APRON ENDWALLS FOR CULVERT PIPE 36-INCH | 8.000 EACH | . | | . | |
| 0830 | 520.1042 APRON ENDWALLS FOR CULVERT PIPE 42-INCH | 2.000 EACH | . | | . | |
| 0840 | 520.1048 APRON ENDWALLS FOR CULVERT PIPE 48-INCH | 6.000 EACH | . | | . | |
| 0850 | 520.4018 CULVERT PIPE TEMPORARY 18-INCH | 142.000 LF | . | | . | |
| 0860 | 520.4024 CULVERT PIPE TEMPORARY 24-INCH | 366.000 LF | . | | . | |
| 0870 | 520.4036 CULVERT PIPE TEMPORARY 36-INCH | 204.000 LF | . | | . | |
| 0880 | 521.0721 PIPE ARCH CORRUGATED STEEL 21X15-INCH | 122.000 LF | . | | . | |
| 0890 | 521.0728 PIPE ARCH CORRUGATED STEEL 28X20-INCH | 88.000 LF | . | | . | |
| 0900 | 521.1221 APRON ENDWALLS FOR PIPE ARCH STEEL 21X15-INCH | 4.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0910 | 521.1228 APRON ENDWALLS FOR PIPE ARCH STEEL 28X20-INCH | 2.000 EACH | . | | . | |
| 0920 | 522.0118 CULVERT PIPE REINFORCED CONCRETE CLASS III 18-INCH | 780.000 LF | . | | . | |
| 0930 | 522.0124 CULVERT PIPE REINFORCED CONCRETE CLASS III 24-INCH | 274.000 LF | . | | . | |
| 0940 | 522.0130 CULVERT PIPE REINFORCED CONCRETE CLASS III 30-INCH | 502.000 LF | . | | . | |
| 0950 | 522.0136 CULVERT PIPE REINFORCED CONCRETE CLASS III 36-INCH | 214.000 LF | . | | . | |
| 0960 | 522.0142 CULVERT PIPE REINFORCED CONCRETE CLASS III 42-INCH | 128.000 LF | . | | . | |
| 0970 | 522.0148 CULVERT PIPE REINFORCED CONCRETE CLASS III 48-INCH | 404.000 LF | . | | . | |
| 0980 | 522.0154 CULVERT PIPE REINFORCED CONCRETE CLASS III 54-INCH | 564.000 LF | . | | . | |
| 0990 | 522.0548 CULVERT PIPE REINFORCED CONCRETE CLASS V 48-INCH | 1,290.000 LF | . | | . | |
| 1000 | 522.1012 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH | 2.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1010 | 522.1015 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 15-INCH | 1.000 EACH | . | | . | |
| 1020 | 522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH | 11.000 EACH | . | | . | |
| 1030 | 522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH | 8.000 EACH | . | | . | |
| 1040 | 522.1030 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 30-INCH | 5.000 EACH | . | | . | |
| 1050 | 522.1036 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 36-INCH | 2.000 EACH | . | | . | |
| 1060 | 522.1042 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 42-INCH | 2.000 EACH | . | | . | |
| 1070 | 522.1054 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 54-INCH | 2.000 EACH | . | | . | |
| 1080 | 523.0134 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 34X53-INCH | 734.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1090 | 523.0143 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 43X68-INCH | 176.000 LF | . | | . | |
| 1100 | 523.0148 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 48X76-INCH | 124.000 LF | . | | . | |
| 1110 | 523.0543 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 43X68-INCH | 2.000 EACH | . | | . | |
| 1120 | 550.1100 PILING STEEL HP 10-INCH X 42 LB | 2,590.000 LF | . | | . | |
| 1130 | 601.0120 CONCRETE CURB TYPE J | 365.000 LF | . | | . | |
| 1140 | 601.0405 CONCRETE CURB & GUTTER 18-INCH TYPE A | 895.000 LF | . | | . | |
| 1150 | 601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D | 13,950.000 LF | . | | . | |
| 1160 | 601.0553 CONCRETE CURB AND GUTTER 4-INCH SLOPED 36-INCH TYPE D | 425.000 LF | . | | . | |
| 1170 | 601.0580 CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R | 1,185.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1180 | 602.0410 CONCRETE SIDEWALK 5-INCH | 48,700.000 SF | . | | . | |
| 1190 | 602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW | 568.000 SF | . | | . | |
| 1200 | 603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED | 876.000 LF | . | | . | |
| 1210 | 603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED | 876.000 LF | . | | . | |
| 1220 | 604.0400 SLOPE PAVING CONCRETE | 665.000 SY | . | | . | |
| 1230 | 606.0200 RIPRAP MEDIUM | 405.000 CY | . | | . | |
| 1240 | 606.0300 RIPRAP HEAVY | 305.000 CY | . | | . | |
| 1250 | 608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH | 16.000 LF | . | | . | |
| 1260 | 608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH | 235.000 LF | . | | . | |
| 1270 | 608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH | 295.000 LF | . | | . | |

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6020-02-72
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WISC 2013375
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CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1280 | 608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH | 1,191.000 LF | . | | . | |
| 1290 | 608.0330 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 30-INCH | 128.000 LF | . | | . | |
| 1300 | 608.0412 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 12-INCH | 803.000 LF | . | | . | |
| 1310 | 608.0415 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 15-INCH | 397.000 LF | . | | . | |
| 1320 | 608.0418 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 18-INCH | 675.000 LF | . | | . | |
| 1330 | 608.0424 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 24-INCH | 206.000 LF | . | | . | |
| 1340 | 610.0114 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 14X23-INCH | 25.000 LF | . | | . | |
| 1350 | 611.0530 MANHOLE COVERS TYPE J | 11.000 EACH | . | | . | |
| 1360 | 611.0600 INLET COVERS TYPE A | 2.000 EACH | . | | . | |
| 1370 | 611.0624 INLET COVERS TYPE H | 38.000 EACH | . | | . | |

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|------------|------------------------------------|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1380 | 611.0627 INLET COVERS TYPE HM | 3.000 EACH | . | | . | |
| 1390 | 611.0636 INLET COVERS TYPE HM-S | 4.000 EACH | . | | . | |
| 1400 | 611.0639 INLET COVERS TYPE H-S | 10.000 EACH | . | | . | |
| 1410 | 611.0642 INLET COVERS TYPE MS | 25.000 EACH | . | | . | |
| 1420 | 611.0652 INLET COVERS TYPE T | 6.000 EACH | . | | . | |
| 1430 | 611.0654 INLET COVERS TYPE V | 8.000 EACH | . | | . | |
| 1440 | 611.2003 MANHOLES 3-FT DIAMETER | 1.000 EACH | . | | . | |
| 1450 | 611.2004 MANHOLES 4-FT DIAMETER | 17.000 EACH | . | | . | |
| 1460 | 611.2005 MANHOLES 5-FT DIAMETER | 8.000 EACH | . | | . | |
| 1470 | 611.2006 MANHOLES 6-FT DIAMETER | 3.000 EACH | . | | . | |
| 1480 | 611.2008 MANHOLES 8-FT DIAMETER | 2.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1490 | 611.3003 INLETS 3-FT DIAMETER | 2.000 EACH | . | | . | |
| 1500 | 611.3220 INLETS 2X2-FT | 8.000 EACH | . | | . | |
| 1510 | 611.3225 INLETS 2X2.5-FT | 3.000 EACH | . | | . | |
| 1520 | 611.3230 INLETS 2X3-FT | 40.000 EACH | . | | . | |
| 1530 | 611.3901 INLETS MEDIAN 1 GRATE | 1.000 EACH | . | | . | |
| 1540 | 611.3902 INLETS MEDIAN 2 GRATE | 7.000 EACH | . | | . | |
| 1550 | 611.9800.S PIPE GRATES | 5.000 EACH | . | | . | |
| 1560 | 612.0106 PIPE UNDERDRAIN 6-INCH | 2,025.000 LF | . | | . | |
| 1570 | 612.0212 PIPE UNDERDRAIN UNPERFORATED 12-INCH | 198.000 LF | . | | . | |
| 1580 | 612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH | 360.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1590 | 612.0902.S INSULATION BOARD POLYSTYRENE (INCH) 01. 2-INCH | 36.000 SY | . | | . | |
| 1600 | 614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD | 8.000 EACH | . | | . | |
| 1610 | 614.0396 GUARDRAIL MOW STRIP ASPHALT | 785.000 SY | . | | . | |
| 1620 | 614.0905 CRASH CUSHIONS TEMPORARY | 2.000 EACH | . | | . | |
| 1630 | 614.2300 MGS GUARDRAIL 3 **p** | 1,425.000 LF | . | | . | |
| 1640 | 614.2500 MGS THRIE BEAM TRANSITION | 234.000 LF | . | | . | |
| 1650 | 614.2610 MGS GUARDRAIL TERMINAL EAT **p** | 7.000 EACH | . | | . | |
| 1660 | 616.0100 FENCE WOVEN WIRE (HEIGHT) 01. 4. 5-FT | 24,000.000 LF | . | | . | |
| 1670 | 618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 6020-02-72 | 1.000 EACH | . | | . | |
| 1680 | 619.1000 MOBILIZATION | 1.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1690 | 620.0300 CONCRETE MEDIAN SLOPED NOSE | 750.000 SF | . | | . | |
| 1700 | 623.0200 DUST CONTROL SURFACE TREATMENT | 39,500.000 SY | . | | . | |
| 1710 | 624.0100 WATER | 5,108.000 MGAL | . | | . | |
| 1720 | 625.0500 SALVAGED TOPSOIL | 404,564.000 SY | . | | . | |
| 1730 | 627.0200 MULCHING | 402,050.000 SY | . | | . | |
| 1740 | 628.1104 EROSION BALES | 485.000 EACH | . | | . | |
| 1750 | 628.1504 SILT FENCE | 11,000.000 LF | . | | . | |
| 1760 | 628.1520 SILT FENCE MAINTENANCE | 22,000.000 LF | . | | . | |
| 1770 | 628.1905 MOBILIZATIONS EROSION CONTROL | 24.000 EACH | . | | . | |
| 1780 | 628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL | 15.000 EACH | . | | . | |
| 1790 | 628.2004 EROSION MAT CLASS I TYPE B | 182,350.000 SY | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1800 | 628.2008 EROSION MAT URBAN CLASS I TYPE B | 11,900.000 SY | . | | . | |
| 1810 | 628.2023 EROSION MAT CLASS II TYPE B | 72.000 SY | . | | . | |
| 1820 | 628.7005 INLET PROTECTION TYPE A | 16.000 EACH | . | | . | |
| 1830 | 628.7010 INLET PROTECTION TYPE B | 16.000 EACH | . | | . | |
| 1840 | 628.7015 INLET PROTECTION TYPE C | 63.000 EACH | . | | . | |
| 1850 | 628.7504 TEMPORARY DITCH CHECKS | 3,110.000 LF | . | | . | |
| 1860 | 628.7555 CULVERT PIPE CHECKS | 280.000 EACH | . | | . | |
| 1870 | 629.0210 FERTILIZER TYPE B | 429.000 CWT | . | | . | |
| 1880 | 630.0120 SEEDING MIXTURE NO. 20 | 705.000 LB | . | | . | |
| 1890 | 630.0130 SEEDING MIXTURE NO. 30 | 17,280.000 LB | . | | . | |
| 1900 | 630.0140 SEEDING MIXTURE NO. 40 | 615.000 LB | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1910 | 630.0200 SEEDING TEMPORARY | 9,355.000 LB | . | | . | |
| 1920 | 630.0300 SEEDING BORROW PIT | 350.000 LB | . | | . | |
| 1930 | 632.0101 TREES (SPECIES, ROOT, SIZE) 01. BALDCYPRESS, 2 1/2-INCH, B&B | 9.000 EACH | . | | . | |
| 1940 | 632.0101 TREES (SPECIES, ROOT, SIZE) 02. CATALPA, NORTHERN, 2 1/2-INCH, B&B | 3.000 EACH | . | | . | |
| 1950 | 632.0101 TREES (SPECIES, ROOT, SIZE) 03. COFFEETREE, KENTUCKY, 2 1/2-INC, B&B | 17.000 EACH | . | | . | |
| 1960 | 632.0101 TREES (SPECIES, ROOT, SIZE) 04. ELM, FRONTIER, 2 1/2-INCH, B&B | 31.000 EACH | . | | . | |
| 1970 | 632.0101 TREES (SPECIES, ROOT, SIZE) 05. HACKBERRY, PRAIRIE PRIDE, 2 1/2, B&B | 26.000 EACH | . | | . | |
| 1980 | 632.0101 TREES (SPECIES, ROOT, SIZE) 06. HONEYLOCUST, SKYLINE , 2 1/2-IN, B&B | 21.000 EACH | . | | . | |
| 1990 | 632.0101 TREES (SPECIES, ROOT, SIZE) 07. LINDEN, SILVER, 2 1/2-INCH, B&B | 17.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2000 | 632.0101 TREES (SPECIES, ROOT, SIZE) 08. MAPLE, GREEN MOUNTAIN SUGAR, 2 1/2-INCH, B&B | 26.000 EACH | . | | . | |
| 2010 | 632.0101 TREES (SPECIES, ROOT, SIZE) 09. MAPLE, SIENNA GLEN, 2 1/2-INCH, B&B | 25.000 EACH | . | | . | |
| 2020 | 632.0101 TREES (SPECIES, ROOT, SIZE) 10. OAK, BUR, 2-INCH, B&B | 18.000 EACH | . | | . | |
| 2030 | 632.0101 TREES (SPECIES, ROOT, SIZE) 11. OAK, SWAMP WHITE, 2-INCH, B&B | 39.000 EACH | . | | . | |
| 2040 | 632.0101 TREES (SPECIES, ROOT, SIZE) 12. OAK, WHITE, 2-INCH, B&B | 6.000 EACH | . | | . | |
| 2050 | 632.0101 TREES (SPECIES, ROOT, SIZE) 13. SILVER MAPLE, CUTLEAF, 2 1/2-INCH, B&B | 4.000 EACH | . | | . | |
| 2060 | 632.0101 TREES (SPECIES, ROOT, SIZE) 14. HAWTHORN, WINTER KING, 8', B&B CLUMP | 12.000 EACH | . | | . | |
| 2070 | 632.0101 TREES (SPECIES, ROOT, SIZE) 15. SERVICEBERRY, AUTUMN BRILLIANCE | 38.000 EACH | . | | . | |
| 2080 | 632.0101 TREES (SPECIES, ROOT, SIZE) 16. TREE LILAC, JAPANESE, 8', B&B CLUMP | 21.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2090 | 632.0101 TREES (SPECIES, ROOT, SIZE) 17. JUNIPER, CANAERT, 6', B&B | 3.000 EACH | . | | . | |
| 2100 | 632.0101 TREES (SPECIES, ROOT, SIZE) 18. SPRUCE, BLACK HILLS, 6', B&B | 50.000 EACH | . | | . | |
| 2110 | 632.0101 TREES (SPECIES, ROOT, SIZE) 19. SPRUCE, GREEN COLORADO-NO BLUE COLOR ,6', B&B | 44.000 EACH | . | | . | |
| 2120 | 632.0101 TREES (SPECIES, ROOT, SIZE) 20. SPRUCE, NORWAY, 6', B&B | 27.000 EACH | . | | . | |
| 2130 | 632.0201 SHRUBS (SPECIES, ROOT, SIZE) 01. CHOKEBERRY, GLOSSY BLACK, 30-INCH, CG | 84.000 EACH | . | | . | |
| 2140 | 632.0201 SHRUBS (SPECIES, ROOT, SIZE) 02. HONEYSUCKLE, DWARF BUSH, 18-INCH, CG | 231.000 EACH | . | | . | |
| 2150 | 632.0201 SHRUBS (SPECIES, ROOT, SIZE) 03. POTENTILLA, PINK BEAUTY, 18-INCH, CG | 225.000 EACH | . | | . | |
| 2160 | 632.0201 SHRUBS (SPECIES, ROOT, SIZE) 04. SUMAC, GROW LOW, 12-INCH, CG | 79.000 EACH | . | | . | |
| 2170 | 632.0201 SHRUBS (SPECIES, ROOT, SIZE) 05. JUNIPER, ARCADIA, 3', CG | 123.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2180 | 632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES | 18.000 EACH | . | | . | |
| 2190 | 633.0100 DELINEATOR POSTS STEEL | 145.000 EACH | . | | . | |
| 2200 | 633.0500 DELINEATOR REFLECTORS | 173.000 EACH | . | | . | |
| 2210 | 633.1000 DELINEATOR BRACKETS | 173.000 EACH | . | | . | |
| 2220 | 633.1100 DELINEATORS TEMPORARY | 216.000 EACH | . | | . | |
| 2230 | 633.5200 MARKERS CULVERT END | 41.000 EACH | . | | . | |
| 2240 | 634.0416 POSTS WOOD 4X4-INCH X 16-FT | 69.000 EACH | . | | . | |
| 2250 | 634.0614 POSTS WOOD 4X6-INCH X 14-FT | 63.000 EACH | . | | . | |
| 2260 | 634.0618 POSTS WOOD 4X6-INCH X 18-FT | 39.000 EACH | . | | . | |
| 2270 | 634.0620 POSTS WOOD 4X6-INCH X 20-FT | 17.000 EACH | . | | . | |
| 2280 | 634.0622 POSTS WOOD 4X6-INCH X 22-FT | 1.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2290 | 634.0811 POSTS TUBULAR STEEL 2X2-INCH X 11-FT | 17.000 EACH | . | | . | |
| 2300 | 634.0812 POSTS TUBULAR STEEL 2X2-INCH X 12-FT | 6.000 EACH | . | | . | |
| 2310 | 634.0814 POSTS TUBULAR STEEL 2X2-INCH X 14-FT | 9.000 EACH | . | | . | |
| 2320 | 635.0200 SIGN SUPPORTS STRUCTURAL STEEL HS | 3,380.000 LB | . | | . | |
| 2330 | 636.0100 SIGN SUPPORTS CONCRETE MASONRY **p** | 8.000 CY | . | | . | |
| 2340 | 636.0500 SIGN SUPPORTS STEEL REINFORCEMENT **p** | 490.000 LB | . | | . | |
| 2350 | 637.0101 SIGNS TYPE I | 1,337.000 SF | . | | . | |
| 2360 | 637.0202 SIGNS REFLECTIVE TYPE II | 1,851.000 SF | . | | . | |
| 2370 | 637.0620 SIGN FLAGS PERMANENT TYPE II | 36.000 EACH | . | | . | |
| 2380 | 638.2102 MOVING SIGNS TYPE II | 1.000 EACH | . | | . | |
| 2390 | 638.2602 REMOVING SIGNS TYPE II | 81.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2400 | 638.3000 REMOVING SMALL SIGN SUPPORTS | 69.000 EACH | . | | . | |
| 2410 | 638.4000 MOVING SMALL SIGN SUPPORTS | 8.000 EACH | . | | . | |
| 2420 | 641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 01. S-13-324 | LUMP | LUMP | | . | |
| 2430 | 641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 02. S-13-329 | LUMP | LUMP | | . | |
| 2440 | 641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 03. S-13-330 | LUMP | LUMP | | . | |
| 2450 | 641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 04. S-13-331 | LUMP | LUMP | | . | |
| 2460 | 642.5201 FIELD OFFICE TYPE C | 1.000 EACH | . | | . | |
| 2470 | 643.0100 TRAFFIC CONTROL (PROJECT) 01.6020-02-72 | 1.000 EACH | . | | . | |
| 2480 | 643.0300 TRAFFIC CONTROL DRUMS | 113,930.000 DAY | . | | . | |
| 2490 | 643.0420 TRAFFIC CONTROL BARRICADES TYPE III | 22,282.000 DAY | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2500 | 643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS | 117.000 EACH | . | | . | |
| 2510 | 643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES | 117.000 EACH | . | | . | |
| 2520 | 643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A | 18,196.000 DAY | . | | . | |
| 2530 | 643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C | 21,848.000 DAY | . | | . | |
| 2540 | 643.0800 TRAFFIC CONTROL ARROW BOARDS | 1,544.000 DAY | . | | . | |
| 2550 | 643.0900 TRAFFIC CONTROL SIGNS | 33,840.000 DAY | . | | . | |
| 2560 | 643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE | 72.000 SF | . | | . | |
| 2570 | 643.1050 TRAFFIC CONTROL SIGNS PCMS | 640.000 DAY | . | | . | |
| 2580 | 643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 6020-02-72 | 1.000 EACH | . | | . | |
| 2590 | 643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 02. 6020-02-72 | 1.000 EACH | . | | . | |
| 2600 | 643.3000 TRAFFIC CONTROL DETOUR SIGNS | 22,627.000 DAY | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2610 | 645.0112 GEOTEXTILE FABRIC TYPE DF SCHEDULE B | 1,125.000 SY | . | | . | |
| 2620 | 645.0120 GEOTEXTILE FABRIC TYPE HR | 1,100.000 SY | . | | . | |
| 2630 | 646.0106 PAVEMENT MARKING EPOXY 4-INCH | 159,585.000 LF | . | | . | |
| 2640 | 646.0126 PAVEMENT MARKING EPOXY 8-INCH | 1,580.000 LF | . | | . | |
| 2650 | 646.0600 REMOVING PAVEMENT MARKINGS | 5,960.000 LF | . | | . | |
| 2660 | 646.0841.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 4-INCH | 8,290.000 LF | . | | . | |
| 2670 | 646.0881.S PAVEMENT MARKING GROOVED WET REFLECTIVE TAPE 4-INCH | 1,200.000 LF | . | | . | |
| 2680 | 646.0883.S PAVEMENT MARKING GROOVED WET REFLECTIVE TAPE 8-INCH | 4,026.000 LF | . | | . | |
| 2690 | 647.0456 PAVEMENT MARKING CURB EPOXY | 520.000 LF | . | | . | |
| 2700 | 647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH | 130.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2710 | 647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY | 6.000 EACH | . | | . | |
| 2720 | 647.0736 PAVEMENT MARKING DIAGONAL EPOXY 18-INCH | 290.000 LF | . | | . | |
| 2730 | 647.0746 PAVEMENT MARKING DIAGONAL EPOXY 24-INCH | 285.000 LF | . | | . | |
| 2740 | 647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH | 135.000 LF | . | | . | |
| 2750 | 647.0856 PAVEMENT MARKING CONCRETE CORRUGATED MEDIAN EPOXY **p** | 320.000 SF | . | | . | |
| 2760 | 648.0100 LOCATING NO-PASSING ZONES | 1.080 MI | . | | . | |
| 2770 | 649.0100 TEMPORARY PAVEMENT MARKING 4-INCH | 17,250.000 LF | . | | . | |
| 2780 | 649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH | 34,900.000 LF | . | | . | |
| 2790 | 649.0900 TEMPORARY PAVEMENT MARKING STOP LINE 12-INCH | 130.000 LF | . | | . | |
| 2800 | 650.4000 CONSTRUCTION STAKING STORM SEWER | 85.000 EACH | . | | . | |

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6020-02-74FEDERAL ID(S):
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CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2810 | 650.4500 CONSTRUCTION STAKING SUBGRADE | 58,000.000 LF | . | | . | |
| 2820 | 650.5000 CONSTRUCTION STAKING BASE | 49,240.000 LF | . | | . | |
| 2830 | 650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER | 17,585.000 LF | . | | . | |
| 2840 | 650.6000 CONSTRUCTION STAKING PIPE CULVERTS | 65.000 EACH | . | | . | |
| 2850 | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 01. B-13-599 | LUMP | LUMP | | . | |
| 2860 | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 02. B-13-600 | LUMP | LUMP | | . | |
| 2870 | 650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT | 29,550.000 LF | . | | . | |
| 2880 | 650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE | 10,200.000 LF | . | | . | |
| 2890 | 650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 6020-02-72 | LUMP | LUMP | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2900 | 650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 6020-02-72 | LUMP | LUMP | | | . |
| 2910 | 650.9920 CONSTRUCTION STAKING SLOPE STAKES | 59,750.000 LF | . | | . | |
| 2920 | 652.0125 CONDUIT RIGID METALLIC 2-INCH | 26.000 LF | . | | . | |
| 2930 | 652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH | 4,121.000 LF | . | | . | |
| 2940 | 652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH | 2,019.000 LF | . | | . | |
| 2950 | 652.0310 CONDUIT RIGID NONMETALLIC SCHEDULE 80 1-INCH | 74.000 LF | . | | . | |
| 2960 | 652.0325 CONDUIT RIGID NONMETALLIC SCHEDULE 80 2-INCH | 40.000 LF | . | | . | |
| 2970 | 653.0140 PULL BOXES STEEL 24X42-INCH | 35.000 EACH | . | | . | |
| 2980 | 653.0208 JUNCTION BOXES 8X8X8-INCH | 2.000 EACH | . | | . | |
| 2990 | 654.0106 CONCRETE BASES TYPE 6 | 46.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3000 | 655.0610 ELECTRICAL WIRE LIGHTING 12 AWG | 28,089.000 LF | . | | . | |
| 3010 | 655.0615 ELECTRICAL WIRE LIGHTING 10 AWG | 5,484.000 LF | . | | . | |
| 3020 | 655.0620 ELECTRICAL WIRE LIGHTING 8 AWG | 7,416.000 LF | . | | . | |
| 3030 | 656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. BASE NO. LC-1 | LUMP | LUMP | | . | |
| 3040 | 656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 02. BASE NO. L0838 | LUMP | LUMP | | . | |
| 3050 | 657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE | 46.000 EACH | . | | . | |
| 3060 | 657.0327 POLES TYPE 6-ALUMINUM | 46.000 EACH | . | | . | |
| 3070 | 657.0710 LUMINAIRE ARMS TRUSS TYPE 4 1/2-INCH CLAMP 12-FT | 2.000 EACH | . | | . | |
| 3080 | 657.0715 LUMINAIRE ARMS TRUSS TYPE 4 1/2-INCH CLAMP 15-FT | 44.000 EACH | . | | . | |
| 3090 | 690.0150 SAWING ASPHALT | 3,450.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3100 | 690.0250 SAWING CONCRETE | 36.000 | | | | |
| | | LF | . | | . | |
| 3110 | 715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT | 21,995.000 | 1.00000 | | 21995.00 | |
| | | DOL | | | | |
| 3120 | 715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES | 6,560.000 | 1.00000 | | 6560.00 | |
| | | DOL | | | | |
| 3130 | ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR | 3,500.000 | 5.00000 | | 17500.00 | |
| | | HRS | | | | |
| 3140 | ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR | 2,000.000 | 5.00000 | | 10000.00 | |
| | | HRS | | | | |
| 3150 | SPV.0035 SPECIAL 01. BACKFILL FOR PLANT BEDS | 2,183.000 | | | | |
| | | CY | . | | . | |
| 3160 | SPV.0035 SPECIAL 02. SELECT GRANULAR BACKFILL | 4,000.000 | | | | |
| | | CY | . | | . | |
| 3170 | SPV.0060 SPECIAL 01. LANDMARK REFERENCE MONUMENTS SPECIAL | 7.000 | | | | |
| | | EACH | . | | . | |
| 3180 | SPV.0060 SPECIAL 02. CONSTRUCTION STAKING CURB RAMP | 33.000 | | | | |
| | | EACH | . | | . | |
| 3190 | SPV.0060 SPECIAL 03. APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH SPECIAL | 2.000 | | | | |
| | | EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3200 | SPV.0060 SPECIAL 04. MEDAIN INLET 2 GRATE SPECIAL | 5.000 EACH | . | | . | |
| 3210 | SPV.0060 SPECIAL 05. CATMINT, WALKER'S LOW, 12-INCH, CG | 73.000 EACH | . | | . | |
| 3220 | SPV.0060 SPECIAL 06. DAYLILY, ROSY RETURNS, 6-INCH, CG | 586.000 EACH | . | | . | |
| 3230 | SPV.0060 SPECIAL 07. GRASS, BIG BLUESTEM, 9-INCH, CG | 183.000 EACH | . | | . | |
| 3240 | SPV.0060 SPECIAL 08. GRASS, INDIANGRASS, 9-INCH, CG | 140.000 EACH | . | | . | |
| 3250 | SPV.0060 SPECIAL 09. GRASS, NORTHWIND SWITCH, 9-INCH, CG | 79.000 EACH | . | | . | |
| 3260 | SPV.0060 SPECIAL 10. GRASS, PRAIRIE DROPSEED, TARA DWARF, 6-INCH, CG | 830.000 EACH | . | | . | |
| 3270 | SPV.0060 SPECIAL 11. GRASS, SHENANDOAH SWITCH , 9-INCH, CG | 87.000 EACH | . | | . | |
| 3280 | SPV.0060 SPECIAL 12. GRASS, THE BLUES LITTLE BLUESTEM 6-INCH, CG | 384.000 EACH | . | | . | |
| 3290 | SPV.0060 SPECIAL 13. WAYFINDING SIGN AT VINBURN & N TOWN RD, STA 182+77.3 | 1.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3300 | SPV.0060 SPECIAL 14. WAYFINDING SIGN AT VINBURN & N TOWN RD, STA 187+69.3 | 1.000 EACH | . | | . | |
| 3310 | SPV.0060 SPECIAL 15. WAYFINDING SIGN AT HOLUM ST & N TOWN RD, STA 215+86.8 | 1.000 EACH | . | | . | |
| 3320 | SPV.0060 SPECIAL 16. WAYFINDING SIGN AT HOLUM ST & N TOWN RD, STA 222+40.4 | 1.000 EACH | . | | . | |
| 3330 | SPV.0060 SPECIAL 17. WAYFINDING SIGN AT N STREET & N TOWN RD, STA 233+68 | 1.000 EACH | . | | . | |
| 3340 | SPV.0060 SPECIAL 18. WAYFINDING SIGN AT CTH V & LINDE FIELDS, STA 36+72.2 | 1.000 EACH | . | | . | |
| 3350 | SPV.0060 SPECIAL 19. WAYFINDING SIGN AT N STREET & HALSOR ST, STA 17+12 | 1.000 EACH | . | | . | |
| 3360 | SPV.0060 SPECIAL 20. DECORATIVE STREET SIGNS AT N TOWNE RD & GRAY RD | 2.000 EACH | . | | . | |
| 3370 | SPV.0060 SPECIAL 21. DECORATIVE STREET SIGNS AT N TOWNE RD & VINBURN RD | 2.000 EACH | . | | . | |
| 3380 | SPV.0060 SPECIAL 22. DECORATIVE STREET SIGNS AT N TOWNE RD & HOLUM ST | 2.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3390 | SPV.0060 SPECIAL 23. DECORATIVE STREET POLE | 1.000 EACH | . | | . | |
| 3400 | SPV.0060 SPECIAL 24. SPECIAL DITCH CHECKS | 9.000 EACH | . | | . | |
| 3410 | SPV.0060 SPECIAL 25. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 1 | 15.000 EACH | . | | . | |
| 3420 | SPV.0060 SPECIAL 26. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 2 | 3.000 EACH | . | | . | |
| 3430 | SPV.0060 SPECIAL 27. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 2R | 2.000 EACH | . | | . | |
| 3440 | SPV.0060 SPECIAL 28. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 3 | 14.000 EACH | . | | . | |
| 3450 | SPV.0060 SPECIAL 29. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 3R | 7.000 EACH | . | | . | |
| 3460 | SPV.0060 SPECIAL 30. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC ARROWS TYPE 7 | 2.000 EACH | . | | . | |
| 3470 | SPV.0060 SPECIAL 31. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC WORDS | 19.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3480 | SPV.0060 SPECIAL 32. CONCRETE CONTROL CABINET BASES SPECIAL | 2.000 EACH | . | | . | |
| 3490 | SPV.0060 SPECIAL 33. LIGHTING CONTROL CABINET | 2.000 EACH | . | | . | |
| 3500 | SPV.0060 SPECIAL 34. LUMINAIRES UTILITY LED CATEGORY C | 46.000 EACH | . | | . | |
| 3510 | SPV.0060 SPECIAL 35. LUMINAIRES WALLPACK LED | 8.000 EACH | . | | . | |
| 3520 | SPV.0060 SPECIAL 36. SANITARY SEWER MANHOLE, 48-INCH PRECAST CONCRETE, W/ CASTING | 7.000 EACH | . | | . | |
| 3530 | SPV.0060 SPECIAL 37. SANITARY SEWER, PVC, SDR 35 8-INCH X 4-INCH WYE | 3.000 EACH | . | | . | |
| 3540 | SPV.0060 SPECIAL 38. GATE VALVE W/ BOX 6-INCH | 3.000 EACH | . | | . | |
| 3550 | SPV.0060 SPECIAL 39. GATE VALVE W/ BOX 8-INCH | 2.000 EACH | . | | . | |
| 3560 | SPV.0060 SPECIAL 40. GATE VALVE W/ BOX 10-INCH | 9.000 EACH | . | | . | |
| 3570 | SPV.0060 SPECIAL 41. HYDRANT | 7.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3580 | SPV.0060 SPECIAL 42. 4X4X4-INCH FLUSH MOUNTED JUNCTION BOX | 8.000 EACH | . | | . | |
| 3590 | SPV.0090 SPECIAL 01. ALUMINUM EDGER | 1,992.000 LF | . | | . | |
| 3600 | SPV.0090 SPECIAL 02. REMOVING PAVEMENT MARKINGS WATER BLASTING | 7,000.000 LF | . | | . | |
| 3610 | SPV.0090 SPECIAL 03. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC 4-INCH | 525.000 LF | . | | . | |
| 3620 | SPV.0090 SPECIAL 04. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC 8-INCH | 3,200.000 LF | . | | . | |
| 3630 | SPV.0090 SPECIAL 05. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC DIAGONAL 12-INCH | 510.000 LF | . | | . | |
| 3640 | SPV.0090 SPECIAL 06. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC CROSSWALK 12-IN | 1,870.000 LF | . | | . | |
| 3650 | SPV.0090 SPECIAL 07. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC 18-INCH | 245.000 LF | . | | . | |
| 3660 | SPV.0090 SPECIAL 08. SANITARY LATERAL, 4-INCH PVC, SPR 35, W/ 10 AWG TRACER WIRE | 153.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3670 | SPV.0090 SPECIAL 09. SANITARY SEWER MAIN, 8-INCH PVC, SDR 35 | 1,092.000 LF | . | | . | |
| 3680 | SPV.0090 SPECIAL 10. WATER SERVICE 1.5-INCH COPPER INCLUDING FITTINGS | 162.000 LF | . | | . | |
| 3690 | SPV.0090 SPECIAL 11. WATERMAIN, 6-INCH DI CLASS 52 INCLUDING FITTINGS | 42.000 LF | . | | . | |
| 3700 | SPV.0090 SPECIAL 12. WATERMAIN, 8-INCH DI CLASS 52 INCLUDING FITTINGS | 76.000 LF | . | | . | |
| 3710 | SPV.0090 SPECIAL 13. WATERMAIN, 10-INCH DI CLASS 52 INCLUDING FITTINGS | 1,525.000 LF | . | | . | |
| 3720 | SPV.0090 SPECIAL 14. CONCRETE CURB & GUTTER 32-INCH | 92.000 LF | . | | . | |
| 3730 | SPV.0105 SPECIAL 01. REMOVING TEMPORARY CROSSOVER TR5 | LUMP | LUMP | | . | |
| 3740 | SPV.0105 SPECIAL 02. REMOVE TEMPORARY CROSSOVER X3 | LUMP | LUMP | | . | |
| 3750 | SPV.0105 SPECIAL 03. REMOVE TEMPORARY ACCESS HOLUM ST | LUMP | LUMP | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 3760 | SPV.0105 SPECIAL 04. CONSTRUCTION STAKING HMA ROUNDABOUT CTH V ROUNDABOUT | LUMP | LUMP | | | . |
| 3770 | SPV.0105 SPECIAL 05. CONSTRUCTION STAKING HMA ROUNDABOUT SOUTHBOUND ROUNDABOUT | LUMP | LUMP | | | . |
| 3780 | SPV.0105 SPECIAL 06. CONSTRUCTION STAKING HMA ROUNDABOUT NORTHBOUND ROUNDABOUT | LUMP | LUMP | | | . |
| 3790 | SPV.0165 SPECIAL 01. CONCRETE SIDEWALK 8-INCH | 2,950.000 SF | . | | . | . |
| 3800 | SPV.0180 SPECIAL 01. GEOGRID REINFORCEMENT | 13,400.000 SY | . | | . | . |
| 3810 | SPV.0180 SPECIAL 02. SHREDDED HARDWOOD BARK MULCH | 5,888.000 SY | . | | . | . |
| 3820 | SPV.0195 SPECIAL 01. ASPHALT REPAIR | 122.000 TON | . | | . | . |
| | SECTION 0001 TOTAL | | | | | . |
| | TOTAL BID | | | | | . |

PLEASE ATTACH SCHEDULE OF ITEMS HERE