Proposal Number:

	ent of Transportation s.66.29(7) Wis. Stats.			
COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Green Lake	1430-00-74	WISC 2013 521	Green Lake – Fond du Lac Cty Line, West Jct. CTH A – CTH PP	STH 23
Green Lake	1430-00-76		Green Lake - Fond du Lac Cty Line, Puchyan River Bridge	STH 23
Green Lake	1430-00-84		Green Lake - Fond du Lac Cty Line, North Lawson Drive Relocation	STH 23
Green Lake	1430-08-86	WISC 2013 522	Cooperative Path - Brooklyn/Green Lake, Green Lake Conference Ctr - North St.	STH 23
Fond du Lac	1431-02-72		Green Lake Co Line - City of Ripon, CTH PP - Arcade Glenn Road	STH 23
Fond du Lac	1431-02-74		Green Lake Co Line - City of Ripon, Silver Creek Box Culvert Ext.	STH 23

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, \$ 330,000.00	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: December 10, 2013 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
Novmber 15, 2014	NOT FOR BIDDING FOR COLO
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

Do not sign, notarize, or submit this Highway Work Proposal when	o not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.			
Subscribed and sworn to before me this date				
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)			
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)			
(Date Commission Expires)	(Bidder Title)			
Notary Seal				

For Department Use Only

Type of Work

Removals, grading, granular backfill, base aggregate, HMA pavement, storm sewer, culverts, erosion control, concrete curb and gutter, beam guard, B-20-49 box culvert widening, B-24-09 structure widening and deck replacement, C-24-17 box culvert replacement, permanent signing, traffic control, pavement marking, restoration, and incidental items.

Notice of Award Dated Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2007 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- 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

- Ownload 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:
 - 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

- 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 Corpora	te Seal)		
(Signature and Title)			
(Company Name)	_		
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FO	R PRINCIPAL	NOTARY FO	R SURETY
(Da	ate)	(Dat	e)
State of Wisconsin)	State of Wisconsin)
) ss. _ County)) ss. County)
On the above date, this instrument vnamed person(s).	vas acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Pub	lic, State of Wisconsin)	(Signature, Notary Publi	c, State of Wisconsin)
(Print or Type Name, Notary	Public, State of Wisconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commi	ssion Expires)	(Date Commiss	sion Expires)

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

Time Period Valid (From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, extend or alter the coverage of the annual bid bond.
Cancellation:	Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

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.

Name of Subcontractor	Class of Work	Estimated Value
-		

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1430-00-74, Green Lake – Fond du Lac County Line, West Jct. CTH A – CTH PP, STH 23, Green Lake County; 1430-00-76, Green Lake – Fond du Lac County Line, Puchyan River Bridge, STH 23, Green Lake County; 1430-00-84, Green Lake – Fond du Lac County Line, North Lawson Drive Relocation, STH 23, Green Lake County; 1430-08-86, Cooperative Path – Brooklyn/Green Lake, Green Lake Conference Ctr. – North Street, STH 23, Green Lake County; 1431-02-72, Green Lake County Line – City of Ripon, CTH PP – Arcade Glenn Road, STH 23, Fond du Lac County; 1431-02-74, Green Lake County Line – City of Ripon, Silver Creek Box Culvert Ext, STH 23, Fond du Lac County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2014 Edition, as published by the department, and these special provisions.

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

100-005 (20130615)

2. Scope of Work.

The work under this contract shall consist of Structures B-24-09, B-20-49, and C-24-17, excavation common, storm sewer, culverts, backfill granular, base aggregate dense, HMA pavement, concrete curb and gutter, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

3. Prosecution and Progress.

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

Provide the 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.

The contract time for completion is based on an expedited work scheduled and may require extraordinary forces and equipment. The completion date indicates that work efforts will possibly require multiple or concurrent controlling operations to occur at the same time. This information is included to assist the contractor and its subcontractors and shall not be interpreted as a demonstration of specific means and methods or work periods other than the completion date.

Meet weekly with the engineer to review progress on the project. At these meetings, discuss all proposed activities in detail for the upcoming week time period.

Place the lower layer of asphaltic pavements on sideroads before the upper surface layer of asphaltic pavements are placed on the mainline adjacent to the sideroad.

Place the upper surface layer of asphaltic pavement on the sideroads within seven calendar days after the upper surface layer of asphaltic pavement is placed on the mainline.

Remove and salvage the existing railings on Structure B-24-09 (includes rails, posts and all associated hardware). Set aside railings after removal for the department. Coordinate with Green Lake County Highway Department, (920) 294-4060, for railing pick-up.

For Structure B-24-09, piers with spread footings to be supported by under lying native soils require a factored bearing resistance of 5000 psf. WisDOT Geotechnical engineer will determine the factored bearing resistance by visual inspection prior to construction of the pier footing.

Maintain all existing and proposed drainage features during construction so that they can properly handle forecasted rainfall.

Avoid rock wall on STH 23 between Station 333EB+00 to 336EB+50 RT. Install safety fence 5 feet north of wall. If any portion of wall is damaged during construction it will be the responsibility of the contractor to repair it in kind and at no cost to the department.

Notify municipality two weeks prior to work that may disturb address number signs, side road name signs, and engine breaking signs for relocation purposes. City of Green Lake is responsible for signing on relocated N. Lawson Drive and existing N. Lawson Drive.

Detour Route

Locate no-passing zones and install no-passing zone signs on CTH KK prior to use as a detour route for Stage 1 and Stage 2 construction. No-passing zone signs on CTH KK are to remain and become property of Fond du Lac County once construction is complete. Review roadway centerline and edgeline pavement marking on STH 73, CTH K, CTH A, CTH KK, CTH K, and STH 44/49. Mark roadway centerline and edgeline as needed prior to use as a detour route for Stage 1 and Stage 2 construction as directed by engineer.

Fish Spawning

There shall be no instream disturbance of Puchyan River and Silver Creek as a result of construction activity under or for this contract, from March 1 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of white sucker, walleye, and other warm water forage fish.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

Migratory Birds

Swallow and other migratory birds' nests have been observed on or under the existing bridge. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure Over Waterway with Minimal Debris.

4. Traffic.

A General

Construct STH 23 in two stages. Close STH 23 to through traffic during construction. Detoured STH 23 traffic during Stage 1 will utilize CTH A, CTH K, CTH KK, and STH 44/49. Detoured STH 23 traffic during Stage 2 will utilize STH 73, CTH K, and CTH A. The STH 49/CTH A intersection to remain open to traffic with a 4-way stop during all stages of construction. One northbound and one southbound lane on STH 49 and CTH A is required at all times.

A.1 Overview

Submit a detailed traffic control plan to the engineer for approval if different than the traffic control plan provided in the plan set. Submit this plan ten days prior to the pre-construction conference.

Submit a traffic control change request for work during construction to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

Monitoring and replacing any misplaced or damaged traffic control devices either in use shall be incidental to traffic control bid items in the contract and shall be performed until the final project completion date.

Traffic Operations during Construction

The following is a general overview of the traffic control and staging required for all stages of the project.

Place Traffic Control Signs Portable Changeable Message at the east and west construction limits on STH 23 and the construction limits on STH 49/CTH A 7-10 calendar days prior to construction.

Stage 1 activities shall include:

- · Construct STH 23 east of the STH 49/CTH A intersection to Arcade Glen Road.
- Construct box culvert, C-24-17.
- Construct Silver Creek box culvert extension, Structure B-20-49.
- Construct relocated N. Lawson Drive and N. Lawson Drive/North Street intersection in Green Lake.

Close STH 23 to through traffic from the STH 49/CTH A intersection to Arcade Glen Road. Detour STH 23 traffic utilizing CTH A, CTH K, CTH KK, and STH 44/49. Close the intersection of N. Lawson drive/North Street to through traffic for approximately two weeks.

Stage 1A (STH 49/CTH A Intersection) activities shall include:

- · Construct temporary widening of southbound lane on CTH A.
- Remove median/pork chop island as specified on traffic control plans and install temporary pavement.

Implement a 4-way stop at the intersection of STH 49/CTH A prior to Stage 1A. Install stop ahead warning signs for duration of intersection construction as noted in the traffic control plans. Place Traffic Control Signs Portable Changeable Message on STH 49, CTH A, and on STH 23 just west of the STH 49/CTH A intersection two weeks prior to implementing a 4-way stop to warn traffic. 'ROAD WORK BEGINS' and 'DAY, MONTH, TIME'. Utilize Traffic Control Signs Portable Changeable Message during the first week to notify traffic of traffic pattern change, 'BE PREPARED TO STOP'.

Stage 1B (STH 49/CTH A Intersection) activities shall include:

- Shift traffic to southbound lanes and temporary widening on STH 49/CTH A.
- Construct east side of the STH 49/CTH A intersection.
- Construct temporary connection to STH 49 northbound.

Stage 2 activities shall include:

- Construct STH 23 west of the STH 49/CTH A intersection to West Junction CTH A.
- Construct Puchyan River bridge widening and redecking, Structure B-24-09.
- Construct shared-use path from beginning of project to North Street on the south side of STH 23

Place Traffic Control Signs Portable Changeable Message on north and south construction limits of STH 49/CTH A intersection, and on STH 23 just west of the STH 49/CTH A intersection one week prior to Stage 2 construction to notify traffic of traffic pattern change from Stage 1 to Stage 2. Close STH 23 to through traffic from W. Junction CTH A/North Street to STH 49/CTH A. Detour STH 23 traffic utilizing STH 73, CTH K, and CTH A.

Stage 2A (STH 49/CTH A Intersection) activities shall include:

- Shift traffic to the newly constructed northbound lanes on STH 49/CTH A.
- Construct west side of the STH 49/CTH A intersection.

Stage 2B (STH 49/CTH A Intersection) activities shall include:

- Construct STH 49 Station 206'49N'+62 to Station 207'49N'+50, corrugated median, and pork chop island.
- Construct CTH A corrugated median and pork chop island as shown on traffic control plans.

Construct Stage 2B utilizing single lane closures with flagging operations during daytime hours. Open STH 49 to two-way traffic on a gravel surface during non-work hours as shown in the traffic control plans. Restore STH 49 to a paved asphalt surface (lower lift at a minimum) within 72 hours of the removal of the original paved surface. Restoration on STH 49 must be completed prior to the end of the day on Friday of the week the work is undertaken. Grading work for the ditches can be completed as a separate operation. Traffic control required to complete this must be approved by the engineer.

Complete Stage 1, 1A, and 1B before Stage 2 can begin. Stage 1A and 1B can be constructed as separate operations within an overall Stage 1 time period. Stage 2A and 2B can be constructed as separate operations within an overall Stage 2 time period.

B Local Traffic Access to Project

Maintain local traffic access during construction. Close STH 23 within the work zone for no more than 21 calendar days to construct the box culvert, C-24-17, and the Silver Creek box culvert extension, B-20-49. Close STH 23 within the work zone for no more than 14 calendar days for cattle pass removals and cross-culvert construction on STH 23 between Station 239EB+00 to 251EB+00. The Puchyan River Bridge, B-24-09 will be closed within the work zone for approximately 2 months for widening and redecking. Advance notification of closures stated above will be provided by the engineer in the field through weekly meetings as outlined in the "Coordination with Businesses and Property Owners" section of the specials. Maintain access at the intersection of existing south leg of

N. Lawson Drive and STH 23 until relocated N. Lawson Drive connection to STH 23 is open to traffic. Maintain access to Westwind Road until Eastwind Road construction is complete. Maintain access to S.Koro Road until the Silver Creek box culvert extension, B-20-49 construction is complete.

B.1 Requirements for Local Access Traffic Control

B.1.1 General

Construct and maintain a local traffic access route on any section of roadway within the construction zone that will carry only local traffic conforming to the following criteria:

- · Number of Lanes: One lane through the work zone.
- · Lane Width: Minimum of 12 foot width.
- Driving Surface: Acceptable driving surface is one that is free of ruts, compacted and not susceptible to rainfall. Minimize the use of gravel for maintaining driving surface. Completion of maintaining an acceptable driving surface, with the exception of additional gravel, is incidental to other items in the contract.

C Property Access

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Access to all driveways and parking lots where alternative access is not available shall remain open at all times, except when it is absolutely necessary to close them for the purpose of storm sewer, culverts, sanitary sewer, and water main construction. Concrete curb and gutter construction shall be staged to maintain driveway access. Keep business entrances open by partial driveway construction or by closing only one access at a time for properties with multiple driveways. Any other properties that have multiple driveways the contractor can close one at a time. Construct temporary commercial entrances including a crushed aggregate surface, within 24 hours of removal. Combine temporary commercial entrances wherever practical, to minimize the number of access locations. Inform all impacted property owners two working days prior to closing a driveway.

D Advance Notification

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

Lane closures	3 business days
Local Street openings/closings	7 calendar days
Project Start	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Non-compliance with the above requirements may result in non-approval of a closure.

No time extensions as described in standard spec 108.10 will be granted for non-approval of a closure. The department will not assume damages accrued due to non-approval of a closure, including but not limited to mobilization costs, traffic control costs, and other damages for delays to the contract.

E Construction Activities

Coordinate and stage all construction activities within the areas of local traffic routes, as required to maintain a traveled way conforming to all above requirements.

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

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 23, STH 49, and CTH A traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 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.

107-005 (20050502)

6. Utilities.

This project comes under the provisions of Administrative Rule Trans 220.

Alliant Energy (Electric) has overhead facilities along W. JCT CTH A/North Street from approximately Station 13+67 LT to approximately Station 25+63 LT, crossing STH 23 at approximately Station 225+25 and crossing North Street at approximately Station 23+00. Alliant Energy plans to relocate this facility along the proposed right-of-way line from approximately Station 15+50 LT to Station 23+00 LT, crossing STH 23 at approximately Station 225+25 and North Street at approximately Station 23+00. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has overhead facilities on the along the left and right side of STH 23 from approximately Station 225+00 to approximately Station 279+50 crossing STH 23 at approximately Station 253+50 and 279+50. Alliant Energy overhead facilities cross N. Lawson Drive approximately 100 feet and 125 feet north of STH 23. Alliant Energy has underground facilities at approximately 150 feet south of STH 23, running south along the

west side of N. Lawson Drive approximately 100 feet, then connect back to overhead facilities at approximately Station 275+30 RT. Alliant Energy plans to relocate facilities within approximately 2 feet of the proposed right-of-way line from approximately Station 229+00 RT to Station 255+00 RT, and from approximately Station 261+00 LT to 265+00 LT. Alliant Energy plans to relocate overhead crossing at Station 253+50 to an underground crossing at approximately Station 252+00 and tie into existing facility at Station 253+50 LT. Alliant Energy plans to add an overhead crossing at approximately Station 265+50. Alliant Energy plans to relocate poles at approximately Station 266+65 RT, Station 278+50 RT and Station 280+00 LT to approximately Station 266+25 RT, Station 278+00 RT and approximately 50 feet north of Station 280+00 LT, with the overhead crossings of N. Lawson Drive being replaced with a single underground crossing from this location, respectively. A crossing at approximately Station 279+00 will be shared with CenturyLink. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has an overhead crossing at approximately Station 294+00 Alliant Energy plans to move the poles on either side, near or outside of the proposed right-of-way. Alliant Energy plans to add underground facilities from approximately Station 294+00 RT to approximately Station 300+00 RT, crossing at approximately Station 300+25, following STH 49 from approximately Station 202"49S"+50 LT to Station 209"49S"+60 LT. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has overhead facilities on the left side of CTH A from approximately Station 100AS+00 LT to Station 104AS+50, going underground and crossing STH 23 at approximately Station 300+50, continuing on STH 49 to approximately Station 202"49S"+25 LT, switching to overhead facilities and crossing STH 49 at approximately Station 203"49S"+00 were it joins overhead facilities on STH 49 to approximately Station 209"49N"+60 RT. Alliant Energy has an overhead crossing at approximately Station 102AS+25. Alliant Energy also has overhead facilities on the south side of N. Lawson Drive ending at the intersection with STH 49, at approximately Station 203"49S"+25 LT. Alliant Energy plans to remove overhead facilities on left side of CTH A and replace with underground facilities located approximately 15 feet from proposed right-of-way line from approximately Station 100AS+00 LT to Station 105AS+50 LT, approximately 5 feet from existing right-of-way to Station 106AS+00 LT, then crossing STH 23 at approximately Station 300+75 and joining up with new underground facility on left side of STH 23. Alliant Energy plans to replace overhead crossing at approximately Station 102AS+25 with underground crossing at same approximate location. Alliant Energy also plans to remove pole at approximately Station 203"49S"+25 LT as well as an overhead crossing at approximately Station 203"49S"+00. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has overhead facilities on the left side of STH 23 from approximately Station 304+00 LT, crossing Forest Ridge Rd at approximately Station 20FRN+90, continuing to 402+00 LT with crossings at approximately Station 311+90, Station 326+90, Station 337+10, Station 339+40, Station 346+00, Station 359+00, Station 359+90, Station 361+30, Station 378+80, Station 382+50, Station 388+25, Station 392+25 and Station

402+00. Alliant Energy has overhead facilities on the right side of STH 23 from approximately Station 338+00 RT to Station 341+25 RT and Station 346+00 RT crossing Forest Ridge Road at approximately Station 8FRS+50 to Station 347+10 RT. Alliant Energy plans to relocate overhead facilities within 2 feet of the proposed right-of-way line on the left side of STH 23 from approximately Station 310+00 LT to Station 401+00 LT and on the right side of STH 23 at approximately Station 339+40, Station 346+00 RT, Station 347+10 RT, and Station 360+00 RT. Alliant Energy will retire overhead facilities on the right side of STH 23 from approximately Station 338+00 RT to Station 341+25 RT. Alliant Energy will relocate crossing on STH 23 at approximately Station 382+50 to Station 383+20, at approximately Station 392+25 to Station 392+70, and at approximately Station 402+00 to Station 401+00. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has overhead facilities on Forest Ridge Road beginning at approximately Station 5FRS+20 LT, crossing STH 23 at approximately Station 346+00, and continuing to Station 27FRN+00 LT, with crossings over Forest Ridge Road at approximately Station 8FRS+75, Station 20FRN+85, Station 24FRN+30, and Station 26FRN+70. No conflicts are anticipated.

Alliant Energy has underground facilities on the left side of Eastwind Road from approximately Station 7EB+25 LT to Station 9EW+30 LT, and crossing under Eastwind Road at Station 9EW+30. No conflicts are anticipated.

Alliant Energy has overhead facilities on Sunnyside Road from approximately Station 5SUN+70 LT to Station 8SUN+75 LT, with crossings overhead at approximately Station 7SUN+20 and Station 8SUN+75. Alliant Energy will relocate the pole at approximately Station 8SUN+75 LT near the proposed right-of-way line. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has overhead facilities along STH 23 from approximately Station 403+75 RT to Station 455+00 LT, with crossings at approximately Station 414+90, Station 427+25 and Station 455+50 and crossing Brooklyn J Road at approximately 11BR+50, Dead End Road at approximately Station 9DD+70 and CTH PP at approximately Station 12PP+00. Alliant Energy has overhead facilities on the left side of Dead End Road from approximately Station 7DD+70 LT to Station 9DD+75 LT. Alliant Energy has underground facilities on STH 23 from approximately Station 414+90 RT to Station 417+00 RT. Alliant Energy plans to relocate poles near the proposed right-of-way line on STH 23 from approximately Station 425+50 LT to Station 435+25 LT and the single pole on Dead End Road at approximately Station 9DD+75 LT. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Both CenturyLink and Charter Communications have overhead facilities on WPL electric poles. Be aware that some facilities will be located within the grading limits. The contractor will therefore be required to work around these facilities.

Contact Alliant Energy before removing any electrical underground cables, to verify that they have been abandoned and carry no electrical current. Call Alliant Energy 24 hour dispatch line, (800) 862-6261 to arrange for verifications.

Alliant Energy (Gas) has underground facilities along the right side of STH 23 from approximately Station 210+40 RT, crossing North Street, to Station 225+00 RT where it crosses STH 23 and runs along proposed W. Junction CTH A from approximately Station 19N+00 LT, to Station 14N+00 LT. Alliant Energy plans to relocate this from approximately Station 211+50 LT to Station 221+25 LT, crossing STH 23 at approximately 211+50 tying back into the existing gas line on the right side of STH 23, and crossing W. Junction CTH A at approximately Station 16N+50. The line will then continue along W. Junction CTH A from approximately Station 14N+00 LT to Station 19N+70 LT, crossing STH 23 at approximately Station 225+50, and crossing North Street at approximately Station 22N+00 tying into an existing service line on the south side of North Street. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy crosses STH 23 at approximately Station 279+00. Alliant plans to relocate this line from approximately Station 278+00 RT to approximately Station 280+00 RT and crossing STH 23 at approximately Station 280+00, tying in to an existing facility at approximately Station 280+25 LT. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has underground facilities from approximately Station 100AN+00 LT crossing STH 23 at approximately Station 302+15 and continuing to approximately Station 203'49N'+50 LT and continuing west along the south side of N. Lawson Drive. Alliant Energy also crosses STH 49 at approximately Station 204'49N'+25 and continues west along the north side of N. Lawson Drive. Alliant Energy plans to relocate the gas main approximately 5 feet inside the proposed right-of-way line from approximately Station 100AN+00 LT to Station 105AN+50 LT following the right-of-way line west, and crossing STH 23 at approximately Station 301+00. The line will then continue inside the right-of-way line, tying back into the existing gas main on the south side of N. Lawson Drive. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has underground facilities on STH 23 from approximately Station 303+00 RT to Station 346+50 LT crossing STH 23 at approximately Station 311+00. Alliant Energy plans to relocate this line to approximately 5 feet inside the proposed right-of-way from approximately Station 303+00 RT to Station 315+10 RT, crossing STH 23 at approximately Station 315+10 and tying back into the existing main on the left side of STH 23. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has underground facilities along Forest Ridge Road from approximately Station 5FRS+20 LT, crossing STH 23 at approximately Station 346+50 continuing along Forest Ridge Road to approximately Station 27FRN+00 LT, and crossing Forest Ridge

Road at approximately Station 9FRS+50. Alliant Energy plans to relocate these facilities approximately 4 feet to 7 feet off the left right-of-way line of Forest Ridge Road, crossing STH 23 at approximately Station 346+00, tying into the existing mains at approximately Station21FRN+60 LT. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy plans to install a new line, crossing Forest Ridge Road at approximately Station 21FRN+60 continuing along the left side of STH 23 approximately 3 feet to 5 feet inside the proposed right-of-way line from approximately Station 348+00 LT to Station 405+00 LT. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Alliant Energy has underground facilities along the left side of Eastwind Road crossing STH 23 at approximately Station 378+25, and on STH 23 from Station 378+25 RT to Station 384+00 RT. Alliant Energy plans to relocate the crossing of STH 23 to approximately Station 378+00 and tie into the new gas main. Alliant Energy plans to relocate their facilities on STH 23 from approximately Station 378+25 RT to Station 379+00 RT, to cross Eastwind Road at approximately Station 9EW+00, then follow the right proposed right-of-way line on Eastwind Road before tying back into the existing main on STH 23. Alliant Energy plans to complete this work prior to construction. No conflicts are anticipated.

Contact Alliant Energy before removing any gas facilities, to verify that they have been abandoned and carry no natural gas. Call the Alliant Energy 24 hour dispatch line, 1-800-862-6263 to arrange for verifications.

CenturyLink has underground communications facilities along the left side of STH 23 from approximately Station 210+50 LT, crossing W. Junction CTH A, and continuing along the left side of STH 23 to approximately Station 279+75 LT. CenturyLink also has underground communications facilities along the left side of W. Junction CTH A heading east, crossing W. Junction CTH A at approximately Station 14N+10, continuing along the right side of W. Junction CTH A tying into the underground facility along STH 23 at approximately Station 223+20 LT, and along the left side of North Street from approximately Station 22N+75 LT continuing along the left side of North Street to approximately Station 25N+75 LT. Centurylink also has multiple underground facility crossings within the intersection of W. Junction CTH A and STH 23. CenturyLink plans to relocate the facilities approximately 1 to 3 feet inside the proposed right-of-way from approximately Station 210+50 LT to approximately Station 279+80 LT. The relocated facility will also cross STH 23 at approximately Station 225+90, follow the right proposed right-of-way line on STH 23 from approximately Station 225+90 RT to Station 225+00 RT, continuing approximately aproximately 1 to 3 feet along the left proposed right-ofway line on North Street from approximately Station 21N+75 LT heading east tying into the existing facility at approximately Station 22N+75 LT. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has overhead communication facilities attached to Alliant Energy (Electric) power poles which cross STH 23 at approximately Station 253+50 and Station 279+00. Alliant Energy/CenturyLink plan to remove the overhead facilities that cross STH 23 at approximately Station 253+50. Alliant Energy/CenturyLink plan to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities crossing STH 23 at approximately Station 297+50, following along the left side of STH 23 from approximately Station 297+50 to Station 300+50, continuing along the left side of STH 49 and heading west along the south side of N. Lawson Drive. CenturyLink facilities cross STH 49 at approximately Station 202'49N'+90 and continue north along the right side of STH 49 to approximately Station 206'49N'+85, crossing STH 49 and continuing to approximately Station 210'49N'+00 LT.

CenturyLink plans to relocate the facilities approximately along of STH 23 from approximately Station 297+50 LT to Station 300+50 LT, following the proposed right-of-way line north along STH 49, and tying into the existing facility along the south side of N. Lawson Drive. CenturyLink also plans to cross N. Lawson Drive approximately 100 feet from STH 49, continuing to follow the left proposed right-of-way line on STH 49, crossing STH 49 to the east at approximately Station 204'49N'+75, and following the right side of STH 49 from approximately Station 204'49N'+75 RT to Station 204'49N'+00 RT. CenturyLink plans to install new facilities 1 feet to 3 feet along STH 23 from the right proposed right-of-way line from approximately Station 297+50 RT to 300+10 RT, crossing STH 23 at approximately Station 300+10, and tying into the relocated facility on the north side of STH 23. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities along the left side of STH 23 from approximately Station 306+00 to Station 312+10. CenturyLink plans to relocate the facilities 1 feet to 3 feet from the left proposed right-of-way line on STH 23 from approximately Station 307+80 to Station 312+10, tying into existing facilities on both ends. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities that cross CTH A at approximately Station 105AN+30 and follow along STH 23 from approximately Station 304+00 RT to Station 339+50 RT. CenturyLink plans to relocate the facilities 1 feet to 3 feet along the left proposed right-of-way line of CTH A from approximately Station 105AN+30 LT to Station 104AN+50 LT, crossing CTH A at approximately Station 104AN+50 following the utility easement east to the right proposed right-of-way line on STH 23 at approximately Station 309+20 RT, continuing on STH 23 from approximately Station 309+20 RT to Station 338+00 RT. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities along STH 23 from approximately Station 335+20 LT to Station 339+80 LT. CenturyLink plans to add a fiber optic/copper line that crosses STH 23 at Station 334+75 connecting to the relocated facility on the right side of STH 23, crossing STH 23 and continuing near the right-of-way from approximately Station 334+75 LT to Station 345+70 LT, following Forest Ridge Road from approximately Station 21FRN+00 LT to Station 24FRN+75 LT, and crossing Forest Ridge Road at approximately Station 24FRN+75. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has overhead communication facilities along STH 23 from approximately Station 338+00 RT to Station 350+00 RT, crossing STH 23 at approximately Station 339+75. CenturyLink plans to remove these overhead facilities. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities along the right side of Forest Ridge Road from approximately Station 27FRN+00 RT to Station 21FRN+00 RT, crossing STH 23 at approximately Station 347+75, following along the right side of STH 23 from approximately Station 347+75 RT to Station 354+90 RT, and crossing STH 23 at approximately Station 354+90. CenturyLink plans to relocate these facilities inside the right proposed right-of-way line on Forest Ridge Road and inside the left proposed right-of-way of STH 23, crossing STH 23 at approximately Station 354+50. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities from the crossing on STH 23 at approximately Station 354+90 to Station 360+00 LT, and from Station 354+90 RT to Station 363+15 RT, crossing STH 23 at approximately Station 363+15, continuing from approximately Station 363+15 LT to Station 367+50 LT. CenturyLink plans to relocate the facilities inside of the right proposed right-of-way on STH 23 from the proposed crossing at approximately Station 354+50 to Station 363+25 RT, from approximately Station 363+25. CenturyLink also plans to add an underground facility inside the left proposed right-of-way line on STH 23 from the proposed crossing at approximately Station 354+50 to Station 355+00 LT. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground facilities along the left side of Westwind Road, crossing Westwind Road approximately 50 feet south of STH 23, continuing along STH 23 from approximately Station 364+00 RT to Station 379+20 RT. CenturyLink also has facilities on STH 23 from approximately Station 364+40 LT to Station 379+20 LT, crossing STH 23 at approximately Station 379+20. CenturyLink plans to relocate the facilities on the north side of STH 23 to from approximately Station 367+50 LT to Station 379+10 LT, crossing STH 23 at Station 379+10, tying into the existing facility on the south side of STH 23. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities along Eastwind Road at approximately Station 7EW+25 LT to Station 9EW+25 LT, crossing Eastwind Road at approximately Station 9EW+25, continuing along the right side of STH 23 from approximately Station 379+20 RT to Station 401+90 RT, crossing STH 23 at approximately Station 387+75 and Station 401+90. CenturyLink also has facilities along STH 23 from approximately Station 386+20 LT to Station 389+80 LT. CenturyLink plans to relocate the facilities on STH 23 from approximately Station 387+75 RT to 401+50 RT, crossing STH 23 at approximately Station 389+80 and Station 396+50. CenturyLink plans to add a facility on STH 23 from approximately Station 396+50 LT to 401+90 LT. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities along Sunnyside Road from approximately Station 5SUN+75 LT to Station 9SUN+00 LT, and along the right side of Sunnyside Road from approximately Station 7SUN+00 RT to Station 8SUN+25 RT, crossing Sunnyside Road at approximately Station 8SUN+25, continuing along STH 23 from approximately Station 402+75 RT to Station 430+50 RT. CenturyLink also has underground communications facilities from approximately Station 402+15 LT to Station 430+75 LT, crossing STH 23 at approximately Station 402+15. CenturyLink plans to relocate the facilities on Sunnyside Road from approximately Station 7SUN+25 LT to Station 9SUN+00 LT and from approximately Station 7SUN+25 RT to Station 8SUN+25 RT, crossing Sunnyside Road at approximately Station 7SUN+25. Centurylink plans to abandon the facility on STH 23 from approximately Station 402+15 LT to Station 407+00 LT, along with the crossing on STH 23 at approximately Station 402+15. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

The facilities from approximately Station 407+00 LT to Station 416+00 LT are in conflict with the construction of the box culvert crossing STH 23 at approximately Station 410+95. CenturyLink plans to dig up the facility and place a temporary line above ground and around the construction area of the new box culvert near Station 410+95 during construction so the Contractor can complete the box culvert construction as planned without conflict with the fiber optic cable. CenturyLink will need 4 weeks advance notice for any work starting in the area of the box culvert at Station 410+95. Contractor must contact CenturyLink once the proposed box culvert construction is complete. Once complete, CenturyLink will directional bore a new fiber facility from approximately Station 407+00LT to Station 416+00LT approximately 6' below the box culvert and tie into their existing facility.

CenturyLink plans to add a facility from approximately Station 8SUN+25 RT, along STH 23 1 to 3 feet inside the proposed right-of-way line from approximately Station 402+50 to Station 407+00, crossing STH 23 at approximately Station 407+00, continuing on the left side of STH 23 from approximately Station 407+00 LT to Station 406+00 LT. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities along STH 23 from approximately Station 430+50 RT to Station 455+80, crossing STH 23 at approximately Station 430+50, Station 445+00, and Station 455+80. CenturyLink also has underground communications facilities along the left side of Brooklyn J Road from approximately Station 11BR+00 LT to Station 14BR+00 LT. CenturyLink plans to add a facility that crosses STH 23 at approximately Station 430+25, and follows from approximately Station 11BR+00 LT to Sta 13BR+50 LT, crossing Brooklyn J at approximately Station 12BR+50, continuing from approximately Station 12BR+50 RT to Station 13BR+75 RT and approximately Station 12BR+50 RT to Station 11BR+50 RT. The new CenturyLink facility would then follow the proposed right-of-way along STH 23 from approximately Station 432+00 LT to Station 455+20 LT, following the left proposed right-of-way line on CTH PP, crossing CTH PP at approximately Station 12PP+25. CenturyLink plans to abandon the facilities along STH 23 from approximately Station 430+50 RT to Station 455+80, along with the crossings on STH 23 at approximately Station 430+50, Station 445+00, and Station 455+80. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

CenturyLink has underground communications facilities along Dead End Road and CTH PP at approximately Station 7DD+71 LT to Station 9DD+75 LT, from approximately Station 11PP+00 LT to Station 12PP+15 LT, from approximately Station 12PP+15 RT to Station 13PP+75 RT, crossing Dead End Road at approximately Station 8DD+75, Station 9DD+70, and Station 9DD+75, and crossing CTH PP at approximately Station 12PP+15. CenturyLink plans to relocate the facilities along Dead End Road and CTH PP at approximately Station 7DD+75 LT to Station 9DD+75 LT, and approximately Station 11PP+00 LT to Station 12PP+25 LT, crossing Dead End Road at approximately Station 9DD+75 and CTH PP at approximately Station 12PP+25. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

Contact CenturyLink before removing any underground communications facilities, to verify that they have been abandoned.

Koch Pipeline Company has an underground 10-inch high pressure gas pipeline that crosses STH 23 at approximately Station 407+70. Other existing facilities include a vent post located approximately 85' from STH 23 on the south side of the highway, a block valve is located approximately 67.5' from STH 23 on the north side of the highway, and an aerial marker sign located approximately 63' from STH 23 on the north side of the highway. Stock piling or storing of any material or equipment within 25 feet of the pipeline is not allowed. Koch will restrict construction vehicle sizes traveling over the pipeline to acceptable sizes. This may require matting of additional fill. A Koch Pipeline representative must be on site for all work within 25 feet of the pipeline. Prior to performing work within 25 feet of the pipeline must provide a minimum of 48 hours notice prior to commencement of construction.

Charter Communications has underground facilities along the north side of STH 23 from approximately Station 335+00 LT to Station 339+50 LT and overhead facilities along the north side of STH 23 from approximately Station 339+00 LT to Station 402+00 LT. The

overhead facilities are attached to Alliant Energy/WPL poles. Charter Communications plans to relocate their facilities to Alliant Energy/WPL overhead electric poles prior to construction. No conflicts are anticipated.

City of Green Lake – Sewer has facilities that will be relocated according to the plan sheets and additional articles in the special provisions

City of Green Lake - Water has facilities that will be relocated according to the plan sheets and additional articles in the special provisions

WisDOT Signals has underground electric for the traffic signals in the intersection of STH 49/CTH A/STH 23, two reduced speed ahead flasher beacons on STH 23 at approximately Station 254EB+50 RT and Station 319EB+50 LT, and two stop sign flasher beacons at the intersection of existing N. Lawson Drive/STH 23. The underground electric and traffic signals in the intersection of STH 49/CTH A/STH 23 will be replaced with the project. The two stop sign flasher beacons at the intersection of existing N. Lawson Drive/STH 23 will be removed with the project. The two reduced speed ahead flasher beacons on STH 23 at approximately Station 254EB+50 RT and Station 319EB+50 LT will be removed with the project and new LED Flasher Beacons will be installed on STH 23 at approximately Station 246EB+50 RT and Station 321+50 LT. Work to be completed by the contractor during construction.

Project 1430-00-76

This project comes under the provisions of Administrative Rule Trans 220.

All utilities located on or near this project are being coordinated under project ID 1430-00-74. There are no other conflicts with utilities for this project.

Project 1430-08-86

This project comes under the provisions of Administrative Rule Trans 220.

All utilities located on or near this project are being coordinated under project ID 1430-00-74. There are no other conflicts with utilities for this project.

Project 1431-02-72

This project comes under the provisions of Administrative Rule Trans 220.

Alliant Energy (WPL – Electric) has overhead electric facilities along STH 23 from approximately Station 20+00 LT to Station 58+00 LT, crossing STH 23 at approximately Station 31+20.

Alliant Energy plans to relocate overhead lines from approximately Station 23+00 LT, to Station 31+00 LT and from approximately Station 43+00 LT, to Station 58+00 LT. Alliant Energy plans to complete this work prior to construction. Be aware that some facilities will be located within the grading limits. The contractor will therefore be required to work around these facilities.

CenturyLink has underground communication facilities along STH 23 from approximately Station 20+00 RT, to Station 57+00 RT. CenturyLink also crosses STH 23 at approximately Station 23+25, and continues from approximately Station 23+25 LT, to Station 42+00 LT or along the left side of S. Koro Road. CenturyLink plans to relocate their telephone and fiber optic lines along STH 23 from approximately Station 20+00 LT to Station 42+00 LT, crossing S. Koro Road to approximately Station 43+00 LT. CenturyLink plans to complete this work prior to construction. No Conflicts are anticipated

CenturyLink also has crossings on STH 23 at approximately Station 23+50, and Station 32+00 tying into an existing facility.

CenturyLink plans to relocate their telephone and fiber optic lines along STH 23 from approximately Station 43+00 RT, crossing Comorn Road, tying into an existing facility at approximately Station 57+00 RT. CenturyLink also crosses STH 23 at approximately Station 43+00 to connect to the planned relocated facility on the left side of STH 23. CenturyLink plans to complete this work prior to construction. No Conflicts are anticipated

CenturyLink also has an existing underground facility to remain on STH 23 from approximately Station 34+25 LT to Station 42+00 LT and continues along the left side of S. Koro Road. Contact CenturyLink before removing any underground communications facilities, to verify that they have been abandoned. CenturyLink plans to complete this work prior to construction. No conflicts are anticipated.

City of Ripon (Water) has underground water main on STH 23 from approximately Station 55+25 RT, to Station 58+50 RT, and a water lateral crossing STH 23 at approximately Station 55+25. No conflicts are anticipated. Fire hydrant and valve adjustments will be completed by the City of Ripon after construction is complete.

City of Ripon (lighting) has street lighting in the median on STH 23 from approximately Station 57+00 to Station 58+50 and from approximately Station 53+40 RT to Station 57+00 RT, crossing STH 23 at approximately Station 57+00. Approximate locations include underground electric that services the street lighting.

The City of Ripon plans to abandon the underground electric and remove existing street light poles and concrete bases located at approximately Station 53+43 RT, Station 54+00 RT, Station 54+67 RT, and Station 55+80 RT. Provide the City of Ripon 5 days advance notice and of when the construction work zone is established. The city of Ripon anticipates this work will take 1 day.

Town of Ripon has a siren near the intersection of S. Koro Road and STH 23 at approximately Station 40+50, 154' LT. No conflicts are anticipated.

Project 1431-02-74

This project comes under the provisions of Administrative Rule Trans 220.

All utilities located on or near this project are being coordinated under project ID 1431-02-72. There are no other conflicts with utilities for this project.

Project 1430-00-84

This project does not come under the provisions of Administrative Rule TRANS 220.

Alliant Energy (electric) has overhead electric along the right side of North Street.

Alliant plans to move the existing utility pole at approximately Station 42N+45 approximately 20 feet west, out of the proposed roadway. Alliant Energy plans to complete this work prior to construction.

Alliant Energy (gas) has facilities along the left and right sides of North Lawson Drive, crossing at approximately Station 13NLD+50, Station 13NLD+65 and Station 44N+00. Alliant also has facilities along the left side of North Street, crossing at approximately Station 42N+00.

Alliant plans to relocate along the terrace of North Lawson Drive from approximately Station 13NLD+25 RT to Station 44N+00 RT in the terraces, crossing and tying into existing facilities at approximately Station 13NLD+25 RT Alliant Energy plans to complete this work prior to construction.

Charter Communications plans to relocate their facilities on the new Alliant Energy pole (described above) following Alliant's work. Charter Communications plans to complete this work prior to construction.

CenturyLink plans to relocate their facilities to the new pole (described above) following Alliant's work. Work will be completed prior to construction.

City of Green Lake (cistern for fire suppression) plans to abandon and fill the existing cistern located at Station 42+60 prior to construction.

7. Municipality Acceptance of Sanitary Sewer and Watermain Construction.

City of Green Lake personnel will inspect the construction of sanitary sewer and watermain under this contract. The City of Green Lake will also be responsible for construction staking and final acceptance of the sanitary sewer and watermain construction

8. General Requirements for Sanitary Sewer and Watermain.

Perform all sanitary sewer and watermain work under this contract in accordance to the Standard Specifications for Sewer and Watermain Construction in Wisconsin, 6th Edition, including all subsequent addenda. These specifications are referred to as the Wisconsin S&W Specifications herein.

If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

9. Disposal of Material and Salvage.

Surplus or unsuitable excavated material and materials from structures to be abandoned shall be disposed of in a legal manner at a site to be provided by the contractor as per Section 2.2.11 of the Wisconsin S&W Specifications. The contractor is solely responsible for securing a site and disposal of all materials from this project per all Wisconsin DNR and Federal regulations. City has first right to all salvageable items on their facilities. Deliver all materials chosen to be salvaged to a location designated by the city. Include all costs associated with disposal of materials and salvage in the bid price for which this work is associated.

10. 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 Dan Holloway at (715) 421-7305. Methods of operations, including preparatory work, staging, site clean-up or storing materials, causing impacts to other wetlands or waters are not permitted.

If the contractor chooses a method of construction that is not covered by the department's 404 Permit, obtain the proper additional permits required from the U.S. Army Corps of Engineers. It is the contractor's responsibility to determine if additional permits are required. Obtain the additional permits prior to beginning construction operations requiring the permits. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the additional permits. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the additional permits.

11. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

The Puchyan River and Silver Creek are classified as navigable waterways. 107-060 (20040415)

12. Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

If dewatering is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Provide a settling basin, or other suitable means approved by the engineer, with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the wetland or waterway as provided in the standard specifications and these special provisions. Treatment practices may include the use of natural polyacrylamide such as chitosan, as approved by the engineer.

Conform to dewatering guidelines of WisDNR Storm Water Construction Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

Include the cost of all work and materials associated with water treatment and/or dewatering in the unit bid price for Excavation for Structures Bridges B-24-09, Excavation for Structures Culverts B-20-49, Excavation for Structures Culverts C-24-0017, and Excavation Common. Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material, removal of the basin after completion of dewatering operations, and all labor, tools, equipment and incidentals necessary to complete the work in accordance to the contract.

13. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using

equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection protocols.pdf for disinfection:

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

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

107-055 (20130615)

14. Environmental Protection, Blandings Turtles.

Blandings turtles, a state threatened species, are known to inhabit the Puchyan River and its riparian corridor. It is reasonable to assume that blandings turtles may be present at or near the project site during construction. Protect the perimeter of the areas to be disturbed with properly trenched-in turtle exclusion silt fence prior to May 1 to discourage turtles from entering the work area. Also, survey the area behind the silt fence and remove all turtles confined within the project area prior to any site disturbance. Complete the survey and removal of turtles from construction areas periodically throughout the construction period.

15. Environmental Protection, Emerald Ash Borer.

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

Ash trees include the following species:

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

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

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

Mountain ash (Sorbus Americana and S. decora) is not a true ash and is not susceptible to EAB infestation.

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

ATCP 21.17 Emerald ash borer; import controls and quarantine.

IMPORTING OR MOVING REGULATED ITEMS FROM INFESTED AREAS; PROHIBITION. Except as provided in sub. (3), no person may do any of the following:

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

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

REGULATED ITEMS. The following are regulated items for purposes of sub. (1): the emerald ash borer, Agrilus planipennis (Fairmaire) in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

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

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

Regulatory Considerations

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

If ash trees are identified within clearing and grubbing limits of the Project, the following measures are required for the disposal:

Chipped ash trees

May be left on site if used as landscape mulch within the project limits.

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

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

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

Burning chips is optional if in compliance with Standard spec 201.3 of the standard specifications.

Chips must be disposed of immediately and may not be stockpiled.

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

Ash logs, branches, and roots

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

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

Burning is optional if in compliance with standard spec 201.3.

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

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

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

Furnishing and Planting Plant Materials

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

Supplement standard spec 632.2.2 with the following:

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

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

Updates for compliance

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

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

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

16. Erosion Control.

Supplement standard spec 107.20 as follows:

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing minimizing the period of exposure to erosion.

All selected sites for waste or borrow must be an adequate distance from and not within any waterway, wetland, or floodway. Selected sites as well as temporary stockpiles must have erosion control measures (both temporary and permanent) installed to protect the resource. These selected sites may not impact fish, wildlife, endangered resources, and water quality or air quality.

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, mulch and any other permanent erosion control measures required, within 7 calendar days after the placement of topsoil.

17. Erosion Control Structures.

Within seven calendar days after the commencement of work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as directed by the engineer. Prior to initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as shown on the plans, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived. 107-070 (20030820)

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

John Roelke, License Number All-119523, inspected Structure B-20-0049 for asbestos on January 9, 2012. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Dan Holloway, (715) 421-7305.

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 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 Dan Holloway, 1681 Second Avenue South, Wisconsin Rapids, WI 54495 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: Structure B-20-0049, STH 23 over Silver Creek
- Site Address: Section 18, Town 16 North, Range 14 East, Town of Ripon, Latitude 435130.00, Longitude 885218.00
- Ownership Information: WisDOT Transportation NE Region, 944 Vanderperren Way, Green Bay, WI 54304
- · Contact: Dan Holloway, WisDOT NC Region Project Manager
- Phone: (715) 421-7305
- Age: 46 years old. This structure was constructed in 1967.
- Area: 7370 SF of deck.

Insert the following paragraph in Section 6.g.:

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

19. Public Convenience and Safety.

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least 2 business days before road closures, lane closures or detours are put into effect:

Green Lake County Sheriff's Department
Fond du Lac County Sheriff's Department
Wisconsin State Patrol
Town of Brooklyn
Town of Ripon
City of Green Lake
City of Ripon
Green Lake School District
Fond du Lac School District
Green Lake Post Office
Ripon Post Office

The Green Lake and Fond du Lac County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

20. Coordination with Businesses and Property Owners.

Coordinate and participate with the engineer in weekly public meetings. The audience of the meetings is intended to be local officials, business people, and property owners affected by the construction project. The first meeting will be conducted a minimum of two weeks prior to the start of work under this contract. Discuss the following at the meetings: schedule of operations, progress of the project, access for businesses and property owners during construction, and any issues associated with vehicular and pedestrian access during construction operations. Arrange for a suitable location for the meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings and serve as the lead during the meetings.

21. Notice to Contractor – Traffic Signal Installation STH 23 and STH 49 / CTH A (WisDOT Maintains).

Traffic Signal Controller and Cabinet

The department will furnish and install the traffic signal controller and cabinet for the traffic signals installed at STH 23 and STH 49 / CTH A. Notify the department's North Central Region electrician, Doug Kreuser at (715) 213-2773 a minimum of 10 working days prior to the desired traffic signal controller and cabinet installation date.

Request a signal inspection of the completed signal installation. Make this request to the engineer at least 5 working days prior to the date of the requested inspection. The department's electricians will perform the inspection. The inspection will not be done on Fridays.

Electrical Service Meter Breaker Pedestal STH 23 and STH 49 / CTH A

The contractor will furnish and install the electrical service meter breaker pedestal for the traffic signals installed at STH 23 and STH 49 / CTH A under the pertinent bid item. This includes the electric service installation or relocation request for this facility.

Concrete Control Cabinet Bases Type 9 Special

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

22. Property Marks – Protecting and Restoring.

Replace standard spec 107.11.3 (1) with the following:

Protect and carefully preserve all known property and survey marks, land monuments, and right-of-way monuments and marker posts. Notify the engineer of the nature and location of these monuments and markers. Do not disturb or destroy monuments or markers until the engineer has arranged for their referencing or perpetuation.

Reset or replace, to the required standard, any Property and survey marks, land monuments, and right-of-way monuments and marker posts that fall outside the construction limits that are shifted, lost or damaged by the contractor during construction operations, as determined by the engineer. If the contractor fails to restore the disturbed monuments or markers within a reasonable time, the department may, upon 48 hours written notice, restore the disturbed monuments or markers. The department will deduct restoration costs from payments due the contractor under the contract.

23. Clearing and Grubbing.

Complete work in accordance to standard spec 201 and as herein provided.

Contractor shall be aware of relocated utility facilities that have been installed under select clearing and grubbing locations. Contact Dan Holloway, WisDOT NC Region Project Manager, phone (715) 421-7305, for utility work plans.

24. Abatement of Asbestos Containing Material B-24-09, Item 203.0210.S.

A Description

This special provision describes abating asbestos containing material on structures in accordance to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

B (Vacant)

C Construction

John Roelke, License Number All-119523, inspected Structure B-24-09 for asbestos on January 9, 2012 Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: The gaskets located underneath the railing supports on the concrete parapet tested positive for asbestos greather than 1%. Approximately 30 square feet of ACM material is present.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Dan Holloway, (715) 421-7305. 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 least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Dan Holloway, 1681 Second Avenue South, Wisconsin Rapids, WI 54495 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: Structure B-24-09, STH 23 over Puchyan River
- Site Address: Section 16, Town 16 North, Range 13 East, Town of Brooklyn, Latitude 435116.65, Longitude 885659.92
- Ownership Information: WisDOT Transportation-NC Region, 1681 Second Avenue South, Wisconsin Rapids, WI 54495
- · Contact: Dan Holloway, WisDOT NC Region Project Manager
- Phone: (715) 421-7305
- Age: 47 years old. This structure was constructed in 1966.
- · Area: 12027 SF of deck

Insert the following paragraph in Section 6.g.:

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

D Measurement

The department will measure Abatement of Asbestos Containing Material (Structure) as a single complete unit of work, completed in accordance 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 203.0210.S.01 Abatement of Asbestos Containing Material Structure LS B-24-09

Payment is full compensation for submitting necessary forms; removing all asbestos; properly disposing of all waste materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

203-005 (20120615)

25. Removing Old Structure Over Waterway Station 410+95, Item 203.0500.S.01.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands 203.3.6.1 Removing Old Structure Over Waterway

- (1) Remove the existing Structure C-24-8 over the tributary to Silver Creek conforming to the contractor's approved structure removal and clean-up plan. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. Remove large pieces of the structure within 36 hours. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:

- 1. Methods and schedule to remove the structure.
- 2. Methods to control potentially harmful environmental impacts.
- 3. Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
- 4. Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER DESCRIPTION UNIT 203.0500.S.01 Removing Old Structure Over Waterway Station 410+95 LS 203-015 (20090105)

26. Removing Old Structure Over Waterway With Minimal Debris Station 285+18.25, Item 203.0600.S.01.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands 203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) Remove the existing Structure B-24-0009 over the Puchyan River in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
 - Methods and schedule to remove the structure.
 - Methods to control potentially harmful environmental impacts.
 - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
 - Methods to control dust and contain slurry.
 - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
 - Methods for cleaning the waterway or wetlands.

(3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER DESCRIPTION

UNIT

203.0600.S.01 Removing Old Structure Over Waterway With Minimal

LS

Debris Station 285+18.25

203-020 (20080902)

27. Underwater Foundation Inspection at Piers 1-3, Item 206.1050.S.

A Description

Provide underwater inspections of the pier foundation(s) in accordance to standard spec 206.3.12 and as hereinafter provided.

B (Vacant)

C Construction

Provide a diver who, under the direction of the engineer, will report the slope characteristics and quality of the excavated rock surface below the pier seal to ensure that the foundation has been properly prepared in accordance to standard spec 206.3.8.

Provide a television monitor, camera, and videocassette recorder, along with two-way audio communications with the diver during the inspection. Record the video and audio on standard videocassette tape. The videocassette record of the inspection(s) shall become the property of the department after the inspection is completed.

Correct any deficiencies in the preparation of the seal foundation and repeat the inspections until all deficiencies are corrected.

Place the seal concrete within 24 hours of the final inspection or as directed by the engineer.

D Measurement

The department will measure Underwater Foundation Inspection (Location) as a unit at the substructure location, acceptably inspected and completed. Multiple underwater inspections at a substructure location, such as a pier, to correct foundation preparation deficiencies will not receive additional compensation beyond the bid price for the substructure unit.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 206.1050.S Underwater Foundation Inspection at Piers 1-3 Each

Payment is full compensation for furnishing all diving inspections and reporting; and for supplying video and two-way audio communications equipment and video tapes. 206-050 (20100709)

28. 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 a maximum of one foot above 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 NUMBERDESCRIPTIONUNIT206.6000.STemporary ShoringSF

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)

29. Granular Backfill.

Replace standard spec 209.2.1 (4) *with the following:*

Use grade 1 material.

30. Notice to Contractor - Alternate Subgrade Improvement.

The department will allow alternate subgrade improvement options for all or portions of the STH 23 mainline. For any alternatives, maintain the design finished profile. Maintain contiguous sections of the same subgrade improvement for large portions of the project. Limits of any chosen alternate subgrade improvement must be approved in writing by the WisDOT project manager. A net-no cost contract modification will be used to modify the contract as needed if an alternate subgrade improvement is chosen.

For the purpose of determining the unit price for alternate subgrade improvements, the following parameters will apply:

- Plan quantity of 24 inches of Backfill Granular is 158,410 C.Y. (compacted, inplace)
- Plan quantity of a 24 inch depth of Select Crushed Material is 277,218 tons (1.75 tons/C.Y.)
- Plan quantity of a 16 inch depth of Select Crushed Material is 184,812 tons (assuming two thirds of the plan quantity of a 24 inch depth)
- Reduction in the plan quantity of Excavation Common, if the subgrade elevation is raised by 8 inches (alternative 2.) is 52,803 C.Y. (assuming one third of the volume of Backfill Granular)

Acceptable alternatives, in lieu of the plan designated 24 inches of Backfill Granular (209.0100) may be either of the following:

- 1. Replace the entire depth of Backfill Granular (209.0100) with Select Crushed Material (312.0110). The contract modification unit price for Select Crushed Material would be determined by the following formula:
 - 158,410 C.Y. * Unit price of Backfill Granular = A
 - A / 277,218 tons = Unit price of Select Crushed Material
- 2. Replace the 24 inch depth of Backfill Granular with a 16 inch depth of Select Crushed Material (312.0110). The contract modification unit price for Select Crushed Material would be determined by the following formula:
 - 158,410 C.Y. * Unit price of Backfill Granular = A
 - 52,803 C.Y. * Unit price of Excavation Common = B
 - (A+B) / 184,812 tons = Unit price of Select Crushed Material

Both alternative designs will not change the areas where pipe underdrain will be required.

If alternative 2 is chosen, perform all necessary redesign, calculations, and other incidental work needed as a result of the change. This will include all redesign of underdrain systems. Raise all underdrains to the elevation of the adjusted subgrade (bottom of pipe resting on the limits of the Excavation Common).

The Select Crushed Material item added by a contract modification for either of the above alternatives will be measured and paid separately from all other designated Select Crushed Material in the plan.

31. 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 \leq 9000 tons	Three placement tests ^{[2][3]}

- 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 sublot 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 ^[1]
Aggregate Sampling Technician	
Aggregate Assistant Certified Technician (ACT-AGG)	
Aggregate Technician IPP	Aggregate Gradation Testing,
Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Fractured Particle
	Testing, Aggregate Liquid
	Limit and Plasticity Index
	Testing

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.
- 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

- 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)

32. 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. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.
- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- Submit a written quality control plan to the engineer at or before the pre-pave meeting. 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. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
 - 4. The segment locations of each profile run used for acceptance testing.
 - 5 Traffic Control Plan

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 analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

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.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before 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 given in the approved profilers list on the department's QMP ride web site.

http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf

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 sublot 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.

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 partial depth 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.	
PCC III	Concrete pavement segments containing any portion of a bridge, bridge approach, railroad crossing, intersection or gap. 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 HTCP certified profiler operator 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. Also, the contractor shall prepare the ProVAL Ride Quality Module Reports, showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 200 in/mile. Use ride quality module report as follows:

	Fixed Interval	Continuous (Localized Roughness)
Base-length	500'	25'
Threshold	140"/Mile	200"/Mile

The ProVAL software is available for download at:

http://www.roadprofile.com.

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.
- (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 .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

http://www.atwoodsystems.com/mrs

Notify the engineer when the Profiler Acceptance Run data and the Ride Quality Report have been submitted to the MRS system.

C.5 Corrective Actions

C.5.1 General

(1) Analyze the data from the PROVAL reports and make corrective action recommendations to the department. The department will independently assess whether a repair will help or hurt the long-term pavement performance before deciding on corrective action. Correct the ride as the engineer directs in writing.

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.
- The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 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)
> 200	(Length in Feet) x (IRI –200)

- 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 ride quality module report to the reference documents section of the MRS 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 as approved by the engineer:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Continuous diamond grinding or fine-tooth milling the

full lane width, if required, of the riding surface including adjustment of the paved shoulders.

HMA II: Correct to an IRI of 85 in/mile using whichever of the

following methods as approved by the engineer:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface

including adjustment of the paved shoulders

PCC II: Correct to an IRI of 85 in/mile using whichever of the

following methods as approved by the engineer: Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of

required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond

Grinding Special provision contained elsewhere in the

contract

Remove and replace the full lane width of the riding

surface.

Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. 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. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

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. If corrective action is required, 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 1.04" as follows:

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

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

HMA IV and PCC IV		
Initial IRI Pay Adjustment ^{[1][2]}		
(inches/mile)	(dollars per standard segment)	
< 35	250	
≥ 35 to < 45	1125-(25xIRI)	
≥ 45	0	

- 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.
- 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 (20130615)

33. 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
	Tab	le 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 sublot 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 sublot densities using the individual test results in each sublot.
- (2) If all sublot 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 sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot 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

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 sublot 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 sublot 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.
- 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 sublot. Testing in a previously accepted sublot 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 sublot 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 sublot and lot densities.
- (6) If 2 consecutive sublot 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 sublot 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 sublot using the same testing requirements and frequencies as the QC tester.

- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot 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 sublot density test results or retesting of the sublot 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 Tor
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)

34. Expansion Device, B-24-09.

A Description

This special provision describes furnishing and installing an expansion device in accordance to standard spec 502, as shown on the plans, and as hereinafter provided.

B Materials

The minimum thickness of the polychloroprene strip seal shall be ½-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F	No Cracks	ASTM D1149 Method A
under 20% Strain with 100 pphm ozone		
Mass Change in Oil 3 after 70 hr. 212°F	45%	ASTM D471
Mass Change, max.		

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall be one of the following approved strip seal expansion device products:

	Strip Seal Gland Size		
4-Inch	5-Inch	6-Inch	
SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA	
RJA-RJ400	RJA-RJ500	RJA-RJ600	
A-SE400	A-SE500	A-SE800	
A-AS400			
	SSA2-A2R-400 RJA-RJ400 A-SE400	4-Inch SSA2-A2R-400 SSA2-A2R-XTRA RJA-RJ400 RJA-RJ500 A-SE400 A-SE500	

Model Number

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied, and certifying that it meets all specified requirements.

The steel extrusion or retainer shall conform to ASTM designation A 709 grade 36 steel. After fabrication, steel shall be galvanized conforming to the requirements ASTM A123.

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements. 502-020 (20110615)

^{*}Expansion device strip seal gland size requirement of 4", 5", and 6" shall be as shown on the plans.

35. Removing Bearings, B-24-09, Item 506.7050.S.01.

A Description

This special provision describes raising the girders and removing the existing bearings, as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Raise the structure's girders and remove the existing bearings as shown in the plans

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them as required.

D Measurement

The department will measure Removing Bearings B-24-09 by the unit for each bearing removed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 506.7050.S.01 Removing Bearings, B-24-09 Each

Payment is full compensation for raising the bridge girders; and for removing the old bearings.

Cost of furnishing and installing the bearings will be paid for under separate bid items. 506-035 (20130615)

36. Epoxy Crack Sealing, Item 509.9020.S.

A Description

Seal vertical cracks in the abutments according to the plan details and as hereinafter provided.

B Materials

Furnish a penetrating epoxy sealant manufactured by Sika, Adhesive Engineering, Technical Sealants, Dayton Superior, or equal. Before using, obtain the engineer's approval for the epoxy system which is proposed to seal the cracks.

C Construction

Before sealing, clean the cracks by chipping and by using high-pressure air.

After all of the cleaning is completed, inject epoxy sealant into the cracks to be sealed. Seal the cracks using the penetrating epoxy sealant as recommended by the sealant manufacturer

D Measurement

The department will measure Epoxy Crack Sealing in length by the linear foot of crack, acceptably sealed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 509.9020.S Epoxy Crack Sealing LF

Payment is full compensation for cleaning the cracks; and for furnishing and placing the epoxy sealant.

509-020 (20100709)

37. Culvert Pipe Temporary.

Supplement standard spec 520 as follows:

Excavation required to install temporary culvert pipes and grade temporary channel to divert water is incidental to the Culvert Pipe Temporary item.

38. Fence Safety, Item 616.0700.S.

A Description

This special provision describes furnishing and installing a plastic fence at locations shown on the plans and as hereinafter provided.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh Service Temperature: -60° F to 200° (ASTM D648)

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638) Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638) Chemical Resistance: Inert to most chemicals and acids

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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 616.0700.S Fence Safety LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.
616-030 (20070510)

39. Landmark Reference Monuments.

This work shall be in accordance to the requirements of standard spec 621 and the plan details, except as hereinafter provided.

Supplement standard spec 621.1 as follows:

The survey work required to tie out the landmark shall be performed by, or under the direction of, a registered land surveyor. Upon completion of the work, provide the survey notes and the County specified tie sheets to the County Surveyor and the engineer. Obtain an example of the specified tie sheets from the corresponding County Surveyor.

Supplement standard spec 621.3.1 with the following:

Provide four reference monuments for each landmark. Utilize existing concrete or Berntsen reference monuments that are outside the construction limits, as directed by the engineer, when possible. Existing reference monuments that can be used will not be considered for payment.

Replace standard spec 621.3.2.1 (1) with the following:

Under the Landmark Reference Monuments bid item, install 4 Berntsen SSDR130 30-inch stainless steel drive-in monuments with cap stamped as shown on plan details.

Supplement standard spec 621.3.3 with the following:

Protect the reference monuments until construction is completed. Any monuments that are shifted or damaged during construction shall either be replaced or reset, as directed by the engineer, by a registered land surveyor at the contractor's expense.

Replace standard spec 621.5 (2) with the following:

Payment for Landmark Reference Monuments is full compensation for furnishing, placing, and protecting Berntsen drive-in and existing monuments; for furnishing a registered land surveyor; for performing survey work; for replacing or resetting monuments if necessary; for preparing and delivering survey notes and tie sheets; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

40. Removing Signs Type II.

Supplement standard spec 638.3.4 (2) as follows:

Return aluminum Type II signs to either one of the department's North Central Region Office Sign Shops located at 2841 Industrial Street, Wisconsin Rapids or 501 North Hanson Lake Road, Rhinelander. Contact the Signing Lead Worker at (715) 421-8006.

41. Blue Specific Service Signs.

Supplement standard spec 638.3.4 with the following:

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Derse, Inc., is responsible for these signs. Contact Mark Rognsvoog of the Derse Company at (800) 345-5772 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations. 638-010 (20120615)

42. Field Facilities.

Supplement standard spec 642.2.1(3) as follows:

Provide a water cooler to dispense the bottled drinking water.

Supplement standard spec 642.3 as follows:

Set up the field office within seven days after notice from the engineer.

Provide a parking area large enough to park a minimum of six cars directly adjacent to the field office. The parking area and approach to the field office shall be well drained and consist of a crushed base aggregate or an existing paved surface and shall be ready for use within seven days after the field office is set up.

43. Locating No-Passing Zones, Item 648.0100.

For this project, the spotting sight distance in areas with a 55 mph posted speed limit on STH 23 and along the detour is 0.26 miles (1373 feet). 648-005 (20060512)

44. Trench Backfill Water and Sanitary, Item SPV.0035.01.

A Description

Furnish and install granular material in lieu of excavated material for watermain and sanitary sewer installation, based on field conditions during construction, as directed by the engineer, as shown as an undistributed quantity on the plans, and as hereinafter provided.

B Materials

Pit-run sand or gravel will be suitable backfill material provided it conforms to the gradation requirements of s. 8.43.4. Furnish documentation of gradation testing, showing conformance to Table 37 of s. 8.43, for the material being furnished for Trench Backfill.

C Construction

Install Trench Backfill Water and Sanitary per s.2.6.0 of the Wisconsin S&W Specifications.

D Measurement

The department will measure Trench Backfill Water and Sanitary 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 Trench Backfill Water and Sanitary CY

Payment is full compensation for providing trench backfill material; excavating, loading, hauling, placing, compacting and finishing the material; and disposing of surplus material.

45. Connect To Existing Watermain, Item SPV.0060.01.

A Description

Connect watermain being installed under this contract to existing watermain, at locations shown on the plans, and as hereinafter provided.

B Materials

Mechanical joint ductile iron sleeves shall conform to section 8.22.0 of the Wisconsin S&W Specifications.

The contractor is advised that portions of the existing water system in the project area may be sand cast iron pipe with an outside diameter incompatible with modern standard watermain fittings.

C Construction

Cut the existing watermain pipe evenly to provide a clean butt joint. Furnish and install mechanical joint sleeves rated for the size and material of pipes being joined.

Coordinate planning and scheduling of this work with the city to minimize disruption of water service. Water service to schools must not be disrupted when children are present. The city has the option to request that connections, requiring disconnection of watermains, be done outside of normal working hours or on weekends.

The city utility personnel will operate all valves.

Verify that all materials and fittings required to complete a connection are on hand before cutting any existing mains.

D Measurement

The department will measure Connect to Existing Watermain by each individual unit, regardless of size, acceptably completed in place.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Connect to Existing WatermainEach

Payment is full compensation for excavation, including exploratory excavation; furnishing and installing joint sleeves; modification of fittings to accommodate existing watermains; coordinating and scheduling this work with the City of Green Lake. Cost of delays or downtime, and work performed at times other than normal business hours will be considered incidental to the bid price for this work.

46. Remove Existing Hydrant, Item SPV.0060.02.

A Description

Remove existing hydrants, which are being replaced by new hydrants being installed under this contract, as tabulated on the plans and as hereinafter provided.

B (Vacant)

C Construction

Remove hydrants per s.4.14.6 of the Wisconsin S&W Specifications.

Salvage and deliver removed hydrants to the city as directed by the engineer. Properly dispose of hydrants which are deemed not worthy of salvage.

D Measurement

The department will measure Remove Existing Hydrant by each individual unit, acceptably completed in place.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.02Remove Existing HydrantEach

Payment is full compensation for removing existing hydrants; salvaging and delivering removed hydrants to the city; and for properly disposing of materials.

47. Gate Valve and Box, 10-Inch, Item SPV.0060.03; 8-Inch, Item SPV.0060.04; 6-Inch, Item SPV.0060.05.

A Description

Furnish and install gate valves and boxes, of the size indicated, at locations shown on the plans and as hereinafter provided.

B Materials

Furnish and install Mueller Company A2360-20 or pre-approved equal that complies with Buy American requirements, resilient seat, mechanical joint gate valves, complete with stainless steel bonnet bolts, and conforming to AWWA C509.

Furnish and install Tyler three-piece cast iron valve boxes with number 6 base with "WATER" stamped on the lid or pre-approved equal that complies with Buy American requirements. Furnish and install valve box cradles by Adaptor Inc. or pre-approved equal that complies with Buy America requirements.

Furnish and install operating nut extension rods for all valves installed in areas where the watermain is installed with greater than 7 feet of cover.

C Construction

Install gate valves in accordance to the pertinent requirements of Part II and Part IV of the Wisconsin S&W Specifications. Install Gate Valve and Box per standard detail file No. 37 of the Wisconsin S&W Specifications.

Install gate valves on hydrant leads 3 feet outside of the edge of pavement unless otherwise approved by the city.

Install restrained mechanical joints, Mega-Lug or pre-approved equal that complies with Buy America requirements, on gate valves in hydrant leads and where called out on the plan. Restrained joints as required will be considered incidental to the unit bid price for Gate Valve and Box.

Initially install valve boxes to finished grade.

D Measurement

The department will measure Gate Valve and Box (Diameter) by each individual unit, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Gate Valve and Box 10-Inch	Each
SPV.0060.04	Gate Valve and Box 8-Inch	Each
SPV.0060.05	Gate Valve and Box 6-Inch	Each

Payment is full compensation for furnishing all excavation; providing and installing extension rods; providing and installing restrained joints; making all valve box adjustments including making the final adjustment of valve boxes to the finished road grade; for disposing of surplus material and for furnishing all labor, tools, materials, and incidentals necessary to complete the work.

48. Reducer Fitting, 10-Inch x 8-Inch, Item SPV.0060.06; Reducer Fitting, 8-Inch x 6-Inch, Item SPV.0060.07; 11.25° Bend Fitting, 10-Inch, Item SPV.0060.08; 45° Bend Fitting, 8-Inch, Item SPV.0060.09; Tee Fitting, 8-Inch x 6-Inch, Item SPV.0060.10; Tee Fitting, 10-Inch x 6-Inch, Item SPV.0060.11; Cross Fitting, 8-Inch x 8-Inch, Item SPV.0060.12; Cap Fitting, 10-Inch, Item SPV.0060.13; Cap Fitting, 8-Inch, Item SPV.0060.14.

A Description

Furnish and install watermain fittings of the type and size indicated, at locations shown on the plans, and as hereinafter provided.

B Materials

Furnish and install mechanical joint ductile iron fittings conforming to AWWA C110 or C153 (compact ductile iron fittings) and the provisions of s622.0 of the Wisconsin S&W Specifications. As required furnish and install mechanical joint restraining glands having a pressure rating equal to that of the pipe on which it is to be used. Restrained mechanical joints shall be EBAA Iron Inc. Megalug or pre-approved equal that complies with Buy America requirements.

C Construction

Fittings shall be installed in accordance to the pertinent requirements of Part II and Part IV of the Wisconsin S&W Specifications. Install mechanical joint restraining glands on all fittings which require restraint per Section 4.10 of the Wisconsin S&W Specifications, in lieu of concrete buttress thrust blocks, rodding or strapping.

D Measurement

The department will measure Fittings (Type and Size) by each individual unit, acceptably completed in place.

E Payment

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

DESCRIPTION	UNIT
Reducer Fitting, 10-Inch x 8-Inch	Each
Reducer Fitting, 8-Inch x 6-Inch	Each
11.25° Bend Fitting 10-Inch	Each
45° Bend Fitting 8-Inch	Each
Tee Fitting, 8-Inch x 6-Inch	Each
Tee Fitting, 10-Inch x 6-Inch	Each
Cross Fitting, 8-Inch x 8-Inch	Each
Cap Fitting, 10-Inch	Each
Cap Fitting, 8-Inch	Each
	Reducer Fitting, 10-Inch x 8-Inch Reducer Fitting, 8-Inch x 6-Inch 11.25° Bend Fitting 10-Inch 45° Bend Fitting 8-Inch Tee Fitting, 8-Inch x 6-Inch Tee Fitting, 10-Inch x 6-Inch Cross Fitting, 8-Inch x 8-Inch Cap Fitting, 10-Inch

Payment is full compensation for furnishing all excavation; furnishing and installing the fitting of the size and type specified; and for furnishing all labor, tools, materials, joint restraint, equipment, and incidentals necessary to complete the contract work.

49. Hydrant, Item SPV.0060.15.

A Description

Furnish and install hydrants, at locations shown on the plans and as hereinafter provided.

B Materials

Furnish and install Waterous Pacer WB-67, Mueller Company Centurion A-423 or pre-approved equal that complies with Buy America requirements hydrants with 4½-inch pumper nozzle with chains, 2½-inch hose nozzles with chains, NFT Threads, stainless steel bolts below ground, bronze to bronze seat, 1½" pentagon operating nut, mechanical joint shoe and 16-inch traffic break-flange, for 7½-foot bury.

C Construction

Install hydrants in accordance to the pertinent requirements of Part II and Part IV of the Wisconsin S&W Specifications.

All joints on hydrant leads shall have restrained mechanical joints, Mega-Lug or pre-approved equal that complies with Buy America requirements. Restrained joints as required will be considered incidental to the unit bid price for Hydrant.

D Measurement

The department will measure Hydrant by each individual unit, acceptably completed in place.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.15HydrantEach

Payment is full compensation for furnishing all excavation; furnishing and installing a hydrant and all appurtenances.

50. Corporation Stop, 1 1/4-Inch, Item SPV.0060.16.

A Description

Furnish and install the tapping saddle, corporations stop, and tap the watermain for water service laterals of the indicated size, being installed under this contract, as tabulated on the plans, and as hereinafter provided.

B Materials

Corporation stops shall be AY McDonald Minneapolis Pattern, Mueller H15008 or pre-approved equal that complies with Buy America requirements, screw-on type, with two studs, all stainless steel single strap service clamp saddle for connection to PVC watermains.

C Construction

Install water services per s5.6.1, s.5.6.3 and standard detail files No. 51 and 52 of the Wisconsin S&W Specifications.

D Measurement

The department will measure Corporation Stop (Size) by each individual unit, acceptably completed in place.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.16 Corporation Stop, 1 1/4-Inch Each

Payment is full compensation for furnishing and installing corporation stops and service clamps; and tapping the watermain for water service laterals of the indicated size.

51. Curb Stop and Box, 1 1/4-Inch, Item SPV.0060.17.

A Description

Furnish and install a curb stop valve and box of the size indicated, for water service laterals being installed under this contract, as tabulated on the plans, and as hereinafter provided.

B Materials

Curb stop valves shall be AY McDonald Minneapolis Pattern, Mueller H1504-2 or pre-approved equal that complies with Buy America requirements screw on type, curb stop boxes shall be AY McDonald Minneapolis Pattern, Mueller H10350 or pre-approved equal that complies with Buy America requirements, with stationary extension rod (and guide ring) from the valve to the top of the box.

C Construction

Install water services per s5.5.0, and standard detail files No. 51 of the Wisconsin S&W Specifications.

Install curb stops in the terrace at the right-of-way line, unless directed otherwise by the engineer.

D Measurement

The department will measure Curb Stop and Box (Size) by each individual unit, acceptably completed in place.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.17 Curb Stop and Box 1 1/4-Inch Each

Payment is full compensation for furnishing and installing the curb stop valve and box.

52. Connect To Existing Water Service, Item SPV.0060.18.

A Description

Connect water service laterals being installed under this contract to existing water service laterals as tabulated on the plans or as required to meet the locations of existing sewer services as found in the field, and as hereinafter provided.

B Materials

Compression joint couplings shall be Ford brass pack joint couplings or pre-approved equal that complies with Buy America requirements, of a size and type to meet the existing service line. Fittings shall conform to ANSI/AWWA C80089.

C Construction

Reconnect water services in accordance to \$5.6.1, \$.5.6.3 and standard detail files No. 51 and 52 of the Wisconsin S&W Specifications.

Assumed locations of existing water service laterals are shown on the plans as a guide and to establish a contract quantity. It is the responsibility of the contractor to locate, verify active status, and reconnect all active existing water laterals on all watermains being replaced under this contract.

D Measurement

The department will measure Connect to Existing Water Service by each individual unit, regardless of size, acceptably completed in place.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.18 Connect to Existing Water Service Each

Payment is full compensation for connecting water service laterals being installed to existing water service laterals; locating, verifying the active status of, and reconnecting all active existing water laterals on all watermains being replaced.

53. Connect To Existing Sanitary Sewer, Item SPV.0060.19.

A Description

Connect sewers being installed under this contract to existing sewers, at locations shown on the plans, and as hereinafter provided.

B (Vacant)

C Construction

Cut existing sewer pipe evenly to provide a clean butt joint. Furnish and install Fernco, or equal, flexible rubber coupling adapters rated for the size and material of pipes being joined for existing non same diameter PVC. Furnish and install manufactured PVC closure coupling with rubber gasketed joints for connections to existing same diameter PVC sanitary sewers.

D Measurement

The department will measure Connect to Existing Sanitary Sewer as each individual unit, regardless of size or coupling, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Connect to Existing Sanitary Sewer	Each

Payment is full compensation for connecting new sewers to existing sewers.

54. Sanitary Sewer Wye 8-Inch x 6-Inch, Item SPV.0060.20.

A Description

Furnish and install sanitary sewer wye branch fittings as tabulated on the plans and as hereinafter provided.

B Materials

Wyes shall be PVC, SDR-35, with rubber gasket joints, and shall conform to the requirements of section 8.10.1 - 8.10.6(a) of the Wisconsin S&W Specifications, except where PVC SDR-18 is called out on the plans, wyes shall then be PVC SDR-18.

C Construction

Install wyes at locations as tabulated on the plans or as required to meet existing sewer service laterals as located in the field.

D Measurement

The department will measure Sanitary Sewer Wye (Size) by each individual unit, acceptably completed in place.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.20Sanitary Sewer Wye 8-Inch x 6-InchEach

Payment is full compensation for furnishing and installing sanitary sewer wyes.

55. Connect To Existing Sanitary Service, Item SPV.0060.21.

A Description

Connect sewer service laterals being installed under this contract to existing sewer service laterals as tabulated on the plans or as required to meet the locations of existing sewer services as found in the field, and as hereinafter provided.

B (Vacant)

C Construction

Cut the existing sewer lateral pipe evenly to provide a clean butt joint. Furnish and install Fernco or equal flexible rubber coupling adapters rated for the size and material of pipes being joined.

Assumed locations of existing sewer service laterals are shown on the plans as a guide and to establish a contract quantity. It is the responsibility of the contractor to locate, verify active status, and reconnect all active existing sewer laterals on all sanitary sewers being replaced under this contract.

D Measurement

The department will measure Connect to Existing Sanitary Sewer Service by each individual unit, regardless of size, acceptably completed in place.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.21Connect to Existing Sanitary ServiceEach

Payment is full compensation for connecting sewer service laterals to existing laterals; and for furnishing and installing coupling adapters as needed.

56. Storm Sewer Filtering Basin Outlets, Item SPV.0060.22.

A Description

Furnish and install storm sewer filtering basin outlet as shown on the plans and as hereinafter provided.

B Materials

Storm sewer filtering basin shall be precast concrete with 5-inch walls. Provide concrete fillet sloped toward the discharge.

C Construction

Furnish and install geotextile fabric type SAS. Furnish and install Class B bedding as per section 8.43 and standard detail file 4 of the Wisconsin S&W Specifications, with the provision that bedding sand will not be allowed.

Install storm sewer filtering basin at locations as tabulated on the plans or as required to meet storm sewer grades. Trim outlet piping flush with the inside wall and fill all gaps with mortar

Furnish and install Neenah R-4880-C Type A Square grate or equal.

D Measurement

The department will measure Storm Sewer Filtering Basin Outlets by each individual unit, acceptably completed in place.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.22 Storm Sewer Filtering Basin Outlets Each

Payment is full compensation for excavation; furnishing and installing Storm Sewer Filtering Basin Outlet, geotextile fabric, bedding material; grate; temporary sheathing, shoring, and bracing; dewatering; backfilling with excavated material and compaction; and for removing all material not permanently incorporated in the work.

57. Reestablish Section Corner Monuments, Item SPV.0060.23.

A Description

This special provision describes reestablishing section corner monuments from existing reference monuments as shown in the plan details, as directed by the engineer and as hereinafter provided.

B Materials

The department will provide one of the following survey monuments for each location: A Berntsen Steel Nail Marker, for placement in asphalt pavement; a Berntsen BP1 Brass Marker with anchoring plug for placement in concrete pavement; or a Berntsen Aluminum Break-Off Monument for placement in locations outside the pavement area.

To obtain the required survey monuments, contact the departments North Central Region Survey Coordinator, John Kedrowski at (715) 421-8388, a minimum of two-weeks prior to installing the monuments.

C Construction

C.1 General

All survey work required to reestablish the survey monument from the reference monuments shall be performed by, or under the direction of, a registered land surveyor. Provide an updated County specified tie sheet(s) to the County Surveyor and the engineer. Provide county coordinates for all ties and monuments shown on the tie sheet(s). Obtain an example of the specified tie sheet(s) from the corresponding County Surveyor.

C.2 Berntsen Steel Nail Marker

Locate the exact position for the monument on the asphalt pavement. Drive the Berntsen Steel Nail Marker into the pavement until the top of the Steel Nail Marker is countersunk below the surrounding finished asphalt pavement as shown on the plan details.

C.3 Berntsen BP1 Brass Marker

Drill a hole in the finished concrete pavement using a Berntsen "Survey Marker Countersink Drill Bit", Item # BPMDRL. Insert the ribbed plastic expansion plug into the drilled hole. Tap the brass marker stem into the expansion plug until the top of the brass marker is countersunk below the surrounding finished concrete pavement as shown on the plan details.

C.4 Berntsen Aluminum Break-off Monument

Install according to the pertinent provisions of standard spec 621.3 for Non-Driven Aluminum Monuments and the plan details.

D Measurement

The department will measure Reestablish Section Corner Monuments by each individual section corner monument, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.23Reestablish Section Corner MonumentsEach

Payment is full compensation for furnishing all excavation, backfilling, and drilling necessary to place section corner monuments; placing department furnished survey monuments; furnishing a registered land surveyor and all survey work; and for preparing and delivering tie sheets.

58. Reinforced Endwalls and Grates, 19x30-Inch Special, Item SPV.0060.24.

A Description

Construct reinforced concrete endwalls and grates in accordance to standard specs 504, 505, 506, and 522, as shown on 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 in accordance to ASTM A123

Furnish angles and brackets galvanized in accordance to ASTM A123

Furnish required hardware galvanized in accordance to ASTM

C Construction

Furnish and install reinforced concrete endwalls and grates at locations noted in the plan. 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 Reinforced Endwalls and Grates 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.0060.24 Reinforced Endwalls and Grates, 19x30-Inch Special Each

Payment is full compensation for constructing the endwalls including the grates; for furnishing all excavating, including forming bed; for furnishing all backfill; and for furnishing all materials.

59. LED Luminaire Category C, Item SPV.0060.25.

A Description

This special provision describes furnishing and installing Category C LED luminaires.

B Materials

Furnish Luminaires Utility LED Category C from the department qualified product list. Luminaires shall conform to applicable portions of section 659.2.2 and the WisDOT Specifications for LED Roadway Luminaires. The luminaire housing shall be all aluminum with factory finished durable corrosion and UV resistant gray/aluminum finish. Housing access shall be tool-free. The Luminaire/arm mounting configuration shall fit the specified pole fitter being used per the plan. The luminaire shall be UL listed, IP 66 rated.

LED lamps shall be in the 4000K color temperature range with a minimum of 70 CRI. A NEMA wattage label shall be fixed to the bottom of the luminaire.

The luminaire shall be equipped with a voltage-sensing LED driver, to accommodate 120-277V with 90% power factor and THD 20% max at full load. Surge protection shall be provided and tested in accordance to the specifications.

Furnish shop drawings as specified in standard spec 506.3.2, except submit 5 copies 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

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. Fuses and fuse holders shall be as per the details in the Plan.

All exposed threaded equipment mounting hardware shall be stainless steel.

All threaded stainless steel hardware and dissimilar metal, threaded hardware shall be coated with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) by the contractor.

The pole plaque shall clearly identify the WisDOT Luminaire as Category C.

D Measurement

The department will measure LED Luminaire 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 NUMBERDESCRIPTIONUNITSPV.0060.25LED Luminaire Category CEach

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware, pole plaque, and fittings necessary to install the luminaire.

60. Adjusting Existing Sanitary Manhole and Barrel Height, Item SPV.0060.26.

A Description

This special provision describes Adjusting Existing Sanitary Manhole and Barrel Height to match the Departments proposed profile which fall within the project paving limits, in accordance to the plan details, these provisions, and all applicable requirements in the *Standard Specifications for Sewer and Water Construction in Wisconsin*

B (Vacant)

C (Vacant)

D Measurement

The department will measure Adjusting Existing Sanitary Manhole and Barrel Height as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.26 Adjusting Existing Sanitary Manhole and Barrel Height Each

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing manhole sections, all required castings, seals, fittings and hardware; furnishing and installing bedding; backfilling and compaction; removing all material not permanently incorporated in the work.

61. Water Valve Box Adjustment, Item SPV.0060.27.

A Description

This work consists of the adjusting to finished grade all water main valve boxes, meeting approval of both the department and the City of Green Lake.

B Materials

Furnish all materials necessary to make the adjustment required. Materials shall comply with the *Standard Specifications for Sewer and Water Construction in Wisconsin*.

Granular backfill shall meet the requirements of standard spec 209.

C Construction

The existing water main valve box will be excavated and exposed to a depth needed to adjust the valve box to grade, extension added or removed as needed, and backfilled with compacted granular material in accordance to the requirements for the adjacent roadway base course construction.

D Measurement

The department will measure Water Valve Box Adjustment as each individual adjusted valve box, 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.0060.27 Water Valve Box Adjustment Each

Payment is full compensation for furnishing all materials, excavation, installation and adjustment of the water main valve boxes, backfilling and compaction, disposal of all surplus materials; cleanup and all other incidentals necessary to complete the work. Granular fill material used for backfilling will be considered part of Water Valve Box Adjustment, and will not be measured and paid for separately.

62. Salvage and Reinstall Hydrant, Item SPV.0060.28.

A Description

This special provision describes removing, salvaging, and relocating hydrants; installing electrical continuity connections; and backfilling excavations in the locations as shown on the plans and as directed by the engineer.

B (Vacant)

C Construction

Excavate, remove and relocate the existing hydrants in one piece at the connection to the hydrant lead. Extend existing hydrant lead and install hydrant in new location, in accordance to the plan, details, these provisions and all applicable requirements of the

Standard Specifications for Sewer and Water Construction in Wisconsin. Maintain a minimum 2 feet of clearance from sidewalks or curbs.

D Measurement

The department will measure Salvage and Reinstall Hydrant 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.0060.28 Salvage and Reinstall Hydrant Each

Payment is full compensation for furnishing all materials, excavating, relocating, backfilling, disposal, sheeting and shoring.

63. Watermain, 10-Inch, Item SPV.0090.01; 8-Inch, Item SPV.0090.02; 6-Inch, Item SPV.0090.03.

A Description

Furnish and install watermain, of the indicated diameter, at the locations and to the required lines and grades as shown on the plans, and as hereinafter provided.

B Materials

Watermain shall Pressure Class 150 psi PVC SDR-18 pipe conforming to AWWA C-900, with integral elastomeric bell and spigot joints per section 8.20.0 of the Wisconsin S&W Specifications.

All watermain shall be provided with a 12-gauge tracer wire to be used as a tracer wire per section 4.3.14 and drawing file 24a of the Wisconsin S&W Specifications.

C Construction

Construct watermain in accordance to the pertinent requirements of Part II and Part IV of the Wisconsin S&W Specifications.

Furnish and install Class B bedding as per section 6.43 and standard detail file 4 of the Wisconsin S&W Specifications for all watermain, with the provision that bedding sand will not be allowed. Cover material called out on Std Detail File 4 shall be same as specified and used for bedding.

Install tracer wire per section 4.3.14 and drawings file 24a and 24b of the Wisconsin S&W Specifications. Connect tracer wire behind hydrants to a Valco tracer wire box or preapproved equal that complies with Buy America requirements. All costs associated with provided a tracer wire, including conductivity testing, will not be paid for separately, but shall be included in the unit bid price for watermain.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin S&W Specifications. Consolidate all excavated material backfill by mechanical compaction in as per section 2.6.14b of the Wisconsin S&W Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material not suitable for use as backfill from the site. Furnish and install granular backfill per Trench Backfill-Water and Sanitary special provision.

Disinfect watermains per S.4.3.12 of the Wisconsin S&W Specifications.

Flush, and perform bacteriological testing of all watermain installed as per the Wisconsin S&W Specifications. When flushing the water system, the water shall be dispersed across an area as not to infiltrate the sanitary sewer system and only a minimal amount enters the storm sewer system. Notify engineer at least 48 hours prior to testing. The engineer or delegated representative must be present during all phases of testing. A "safe" sample must be obtained from each watermain section before any service laterals are connected to that section. Collect samples and deliver to testing facility appropriately accredited by WDNR. Deliver copies of water quality testing to the engineer.

Perform watermain leakage and pressure testing per section 4.15.0 of the Wisconsin S&W Specifications. Notify the engineer at least 48 hours prior to testing. The engineer or delegated representative must be present during all phases of all testing.

D Measurement

The department will measure Watermain (Size) by the linear foot in place, acceptably completed. The footage to be paid shall be measured along the center of pipe, center-to-center of junctions or fittings. Only that portion of the work which is completed, tested, and accepted will be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Watermain, 10-Inch	LF
SPV.0090.02	Watermain, 8-Inch	LF
SPV.0090.03	Watermain, 6-Inch	LF

Payment is full compensation for mobilization; excavation; furnishing and installing temporary sheathing, shoring, and bracing; dewatering; furnishing and installing watermain and bedding; backfilling with excavated material and compaction; construction staking; testing; and for removing all material not permanently incorporated in the work. All costs of disinfection and testing shall be considered incidental to the unit bid price for Watermain. Granular backfill required for trench backfill will be paid under the item Trench Backfill Water and Sanitary.

64. Water Service Lateral, 1 1/4-Inch, Item SPV.0090.04.

A Description

Furnish and install water service lateral, of the indicated size, at the locations and to the required grades as tabulated on the plans or as required to meet the locations of water services as found in the field, and as hereinafter provided.

B Materials

Water laterals shall be HDPE pipe conforming to AWWA C-901 tubing, of the indicated diameter, conforming to section 8.24.0 of the Wisconsin Standard Specifications. Provide stainless steel inserts at all compression fitting joints.

C Construction

Construct water service lateral in accordance to the pertinent requirements of Part II, Part IV, and Part V of the Wisconsin S&W Specifications.

Install water service lateral per s5.5.0 and standard detail files No. 51 and 52 of the Wisconsin S&W Specifications.

Furnish and install Class B bedding as per section 8.43 of the Wisconsin S&W Specifications for all water service lateral, with the provision that bedding sand will not be allowed. Cover material called out on Std Detail File 4 shall be same as specified and used for bedding.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin S&W Specifications. Consolidate all excavated material backfill by mechanical compaction as per section 2.6.14b of the Wisconsin S&W Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material not suitable for use as backfill from the site. Furnish and install granular backfill per Trench Backfill-Water and Sanitary special provision.

Install water service laterals for future connection or connect to the existing sewer service at a point 2 feet outside of the right-of-way line or back of proposed sidewalk as directed by the engineer.

Assumed locations of existing water service laterals are shown on the plans as a guide and to establish a contract quantity. It is the responsibility of the contractor to locate, verify active status, and reconnect all active existing water laterals on all watermains being installed under this contract.

Provide all water laterals with an integral 12-gauge copper wire to be used as a tracer wire per section 4.3.14 and drawing file 24a. The tracer wire shall be run from the trunk watermain along the water lateral and up the curb box valve. At the top of the curb box valve, connect the tracer wire to the box as to provide conductivity between the box and

the tracer wire. Provide City of Green Lake with documentation of the required conductivity testing.

D Measurement

The department will measure Water Service Lateral (Size) by the linear foot in place, measured from centerline of watermain to the point of connection to the existing water lateral, or to the end portion of stubs for future connections.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.04 Water Service Lateral, 1 1/4-Inch LF

Payment is full compensation for excavation; furnishing and installing temporary sheathing, shoring, and bracing; dewatering; furnishing and installing water service lateral; backfilling with excavated material and compaction; providing as-build records; installing tracer wire; and for furnishing and installing all material not permanently incorporated in the work. Granular backfill required for trench backfill will be paid under the item Trench Backfill Water and Sanitary.

65. Sanitary Sewer, 8-Inch, Item SPV.0090.05.

A Description

Furnish and install sanitary sewer, of indicated diameter, at the locations, and to the required lines and grades as shown on the plans, and as hereinafter provided.

B Materials

Sanitary Sewer shall be PVC SDR-35, with rubber gasket joints, and shall conform to the requirements of section 8.10.1 - 8.10.6(a) of the Wisconsin S&W Specifications, except where PVC SDR-18 is specified on the plans.

C Construction

Construct sanitary sewer in accordance to the pertinent requirements of Part II and Part III of the Wisconsin S&W Specifications.

Furnish and install Class B bedding as per section 8.43 and standard detail file 4 of the Wisconsin S&W Specifications for all sanitary sewer, with the provision that bedding sand will not be allowed. Cover material called out on Std Detail File 4 shall be same as specified and used for bedding.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin S&W Specifications. Consolidate all excavated material backfill using mechanical compaction in as per section 2.6.14b of the Wisconsin S&W Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material not suitable for use as backfill from the site. Furnish and install granular backfill per Trench Backfill-Water and Sanitary special provision.

Where indicated on the plans provide sanitary sewer stub for a future connection. The stub shall be capped.

Make provisions to bypass wastewater in an acceptable manner as per all applicable Department of Natural Resources regulations. This work shall be coordinated with the city Water and Sewer Department.

Test all sanitary sewer with a go-no-go mandrel for deflection as per section 3.2.6(i)4 of the Wisconsin S&W Specifications. Perform the low pressure air test for leakage as per section 3.7.3 for all sewers that are not being re-laid with active service connections. Notify engineer at least 48 hours prior to testing. Engineer or delegated representative must be present during all phases of testing.

Provide televised video inspection logs and tapes for sanitary sewer installed under this contract. Videotapes are to show the position of the camera with reference to the length of the sewer run being televised. Provide video inspection logs in digital format as well, compatible with WinCam program. The cost of this work will not be paid for separately but shall be incidental to the unit bid price for sanitary sewer.

D Measurement

The department will measure Sanitary Sewer (Inch) by the linear foot in place, acceptably completed. The footage to be paid shall be measured from centerline-of-manhole to centerline-of-manhole, or to the end portion not terminating in a manhole.

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 Sanitary Sewer, 8-Inch LF

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing sewer and bedding; backfilling with excavated material and compaction; capping of future connections; construction staking; testing as herein provided; removal of all material not permanently incorporated in the work; providing and coordinating wastewater bypass pumping with the city Water and Sewer Department; and for testing. Granular backfill required for trench backfill will be paid under item Trench Backfill Water and Sanitary.

66. Sanitary Service Lateral, 6-Inch, Item SPV.0090.06.

A Description

Furnish and install sanitary sewer service lateral, of the indicated diameter, at the locations and to the required grades as tabulated on the plans or as required to meet the locations of existing sewer services as found in the field, and as hereinafter provided.

B Materials

Sanitary sewer service lateral shall be PVC SDR-35, with rubber gasket joints, and shall conform to the requirements of section 8.10.1 - 8.10.6(a) of the Wisconsin S&W Specifications, except where PVC SDR-18 is called out on the plans, sanitary sewer service laterals shall be PVC SDR-18.

C Construction

Construct sanitary sewer service lateral in accordance to the pertinent requirements of Part II, Part III, and Part V of the Wisconsin S&W Specifications.

Furnish and install Class B bedding as per section 8.43 and standard detail file 4 of the Wisconsin S&W Specifications for all sanitary sewer service laterals, with the provision that bedding sand will not be allowed. Cover material called out on Std Detail File 4 shall be same as specified and used for bedding.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin S&W Specifications. Consolidate all excavated material backfill by mechanical compaction in as per section 2.6.14b of the Wisconsin S&W Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material not suitable for use as backfill from the site. Furnish and install granular backfill per Trench Backfill-Water and Sanitary special provision.

Install sanitary sewer service laterals and cap for future connection or connect to the existing sewer service at a point 2 feet outside of the right-of-way line or back of proposed sidewalk as directed by the engineer.

Assumed locations of existing sewer service laterals are shown on the plans as a guide and to establish a contract quantity. It is the responsibility of the contractor to locate, verify active status, and reconnect all active existing sewer laterals on all sanitary sewers being replaced under this contract.

Minimum lateral slope shall be 1.00%. Install sewer service laterals that cross the route of the proposed storm sewer at the grades tabulated on the plans to provide required clearance or as directed by the engineer where the location of a service lateral is shifted in the field to meet an existing sewer service.

As Built Record - Report to the engineer in written tabulated form: distance from downstream manhole to lateral wye and length of each lateral installed.

End locations of capped laterals shall be witness staked, measured for future reference, and recorded as directed by the engineer.

Where lateral installation requires the removal of sidewalk, remove and dispose of any existing sidewalk and replace in-kind. Where driveway paving must be removed to install laterals, sawcut and remove existing paving, and replace in-kind.

The City of Green Lake has selected a sanitary lateral marker system that includes the installation of extended full-range ball markers over the sanitary sewer laterals, which after construction provides a signal that can be traced by a locating device. The markers shall be: 3M EMS Full Range Marker – Wastewater #1253 (8 feet depth rating) or pre-approved equal that complies with Buy America requirements.

Each sanitary lateral shall have a minimum of two markers, with one located above the wye on the sewer main and one located above the lateral at the right-of-way. A marker is to be placed above any bend fittings that alter the horizontal direction of the lateral. Note that the range on this locator device is from 0 to 5 feet in depth. Place the device in the desired locations, no deeper than 5 feet. Place devices flat and horizontal in the trench.

Once completed, the city will test each sanitary lateral ball marker to ensure that it has been installed and is functioning properly. If it is determined that the sanitary lateral ball marker is not functioning properly or has not been installed, the contractor will be responsible for the installation of the sanitary lateral marker in these same locations. No additional compensation will be provided for additional markers at the same location.

D Measurement

The department will measure Sanitary Sewer Service Lateral 6-Inch by the linear foot in place, acceptably completed. The footage to be paid shall be measured from centerline of sanitary sewer main to the point of connection to the existing sewer lateral, or to the capped end portion of stubs for future connections.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.06Sanitary Service Lateral 6-InchEach

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing sewer service lateral and all required fittings; furnishing and installing sanitary lateral markers and associated locating device; restoration; furnishing and placing bedding; backfilling with excavated material and compaction; as build records; removing all material not permanently incorporated in the work; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

67. Rock Bags Ditch Check, Item SPV.0090.07.

A Description

This special provision describes construction of rock bags ditch check in ditches adjacent to environmentally sensitive areas such as wetlands and stream tributaries.

B Materials

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

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

C Construction

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

Install the ditch checks and polyethylene sheeting as directed by the engineer and per plan detail. Place temporary ditch checks across ditches immediately after shaping the ditches or slopes and before starting any construction operation that may cause sedimentation or siltation at the site of the proposed ditch checks.

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

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

Remove ditch checks after the slopes and ditches are stable and the turf develops enough to make future erosion unlikely. The engineer will determine when the contractor meets these criteria. Dispose of rock bags and any sediment outside of the right-of-way. Reshape the ditch, fill sumps and trenches, dispose of rock bags, sediment and any excess eroded material outside of the right-of-way, and restore the affected area to match the adjacent vegetation.

D Measurement

The department will measure Rock Bags Ditch Check by the linear foot acceptably completed. Measurement will be the length of the ditch check across the ditch.

Individual rock bags and polyethylene sheeting will not be measured.

E Payment

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

SCRIPTION k Bags Ditch Check

UNIT

LF

Payment is full compensation for providing, storing and protecting ditch check materials on the project including polyethylene sheeting, for installing and removing ditch checks at project completion or as the engineer directs; for inspecting and maintaining ditch checks as specified; for repairing and restoring damaged areas; and for removing and disposing of all surplus and waste material.

68. Remove and Salvage Traffic Signals (STH 23 and STH 49 / CTH A), Item SPV.0105.01.

A Description

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

B (Vacant)

C Construction

Inventory the quantity and condition of the traffic signals, lighting equipment, and pull box frames and covers prior to removal. Provide the engineer and the department's North Central Region electrician with a copy of the inventory.

Notify the department's electrician at least three working days prior to the desired starting date for the removal of the traffic signals. The department's electrical unit will arrange for de-energizing the signals with the local electrical utility. The department's electrical unit will verify that the traffic signals have been de-energized and will then notify the engineer.

Remove and salvage the traffic signals and pull box frames and covers, following notification by the engineer to do so, in such a manner that they are not damaged.

If the traffic signal cabinet requires removal, contact the department's electrician at least three working days prior to the desired starting date for the cabinet removal. The department's electrical unit will be responsible for all work to remove the traffic signal cabinet and its internal modules.

Remove the traffic signal standards and poles from their concrete bases. Remove the attached transformer bases, trombone arms, and luminaire arms from the standards or poles. Remove concrete bases and dispose of properly. Access hand hole doors and hardware shall remain intact. Remove the pull box frames and covers from the corrugated pipe.

Notify the department's electrician at least three working days prior, to make arrangements for delivering the salvaged traffic signals to the region's electrical shop. No deliveries shall be made on Fridays.

Load, transport and unload the salvaged materials from the construction site to the designated location. Dispose of the underground cable, wires, and conduits properly.

Department's electrical contact information:

Department's electrician: Doug Kreuser, (715) 213-2773

Region's electrical shop: North Central Region Wisconsin Rapids Shop

2841 Industrial Street Wisconsin Rapids, WI

D Measurement

The department will measure Remove and Salvage Traffic Signals (STH 23 and STH 49 / CTH A), as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.01 Remove and Salvage Traffic Signals (STH 23 and LS

STH 49 / CTH A)

Payment is full compensation for inventorying; disconnecting the wiring of the traffic signals; removing and disassembling the traffic signals; removing the pull box frames and covers; loading, transporting and unloading the salvaged traffic signal materials from the construction site to the designated location.

69. Transport Department Furnished Traffic Signal Monotube Materials, STH 23 and STH 49 / CTH A, Item SPV.0105.02.

A Description

This special provision describes the transporting of department furnished monotube materials in accordance to standard specs 651 through 660, as shown on the plans, and as hereinafter provided.

B Materials

The department will furnish the traffic signal monotube materials to include the equipment listed in the plans, such as, poles, arms, luminaire arms, anchor bolts, and bolt templates.

C Construction

Contact North Central Region electrician Doug Kreuser at (715) 213-2773 at least five working days prior to make arrangements for picking up the department furnished materials. The pick-up shall not be done on Fridays.

Load and transport the department furnished monotube materials, from the North Central Region Electrical Shop located in the Sign Shop at 2841 Industrial Street, Wisconsin Rapids to the installation site.

D Measurement

The department will measure Transport Department Furnished Traffic Signal Monotube Materials, STH 23 and STH 49 / CTH A, as a single lump sum unit for each location, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0105.02 Transport Department Furnished Traffic Signal Monotube LS

Materials, STH 23 and STH 49 / CTH A

Payment is full compensation for loading and transporting department furnished traffic signal monotube materials as listed in the plans.

70. Removing Geodetic Survey Monument, Item SPV.0105.03.

A Description

This special provision describes removing the concrete Height Modernization Geodetic Survey Monument 1J23 located at 18+95 'AR', 14.9' RT and salvaging the 3.5-inch bronze disc on top of the monument as shown on the plans and in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided. The monument is concrete that is approximately 16-inches in diameter and 8 feet deep. The bronze disc to be salvaged for department use is embedded in the concrete.

B (Vacant)

C Construction

Remove the concrete height modernization geodetic survey monument and salvage the bronze disc and return to the department in accordance to standard spec 204.3.

Notify the Fond du Lac County Surveyor and Cormac McInnis, WisDOT/NE Region-Green Bay Survey Coordinator five working days prior to construction operations that may disturb existing monument, with pertinent questions or to return salvaged bronze disc to the department. Cormac McInnis can be reached at (920) 492-5638, or email Cormac.McInnis@dot.wi.gov.

D Measurement

The department will measure Removing Geodetic Survey Monument 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 NUMBERDESCRIPTIONUNITSPV.0105.03Removing Geodetic Survey MonumentLS

Payment is full compensation for removing concrete geodetic survey monument, proper disposal of all materials, and for salvaging 3.5-inch bronze disc and returning it to the department.

71. Flashing LED Beacon Station 244EB+75, Item SPV.0105.04.

A Description

Furnish and install a LED Beacon unit at the locations shown on the plans and as hereinafter provided. This item includes all materials and labor not otherwise itemized required to install a functional system at each location.

B Materials

Furnish a LED Beacon assembly. The assembly includes the following items:

1. LED Beacon

- a. The signal beacon will consist of the head, amber lens, visor, backplate, signal closure cap, and mounting hardware for a 4.5" OD aluminum pole. The lens will be a 120V 12" amber LED beacon using LED technology.
- b. The head will be a one piece polycarbonate shell with the polycarbonate door using stainless steel hinge pins. Thumbscrews will hold the door against the body.
- c. The visor shall be a one piece polycarbonate unit which shall be attached at four points to the head door.

2. Control Circuit

- a. The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light output, duty cycle, and duration of flasher operation after actuation shall be programmable.
- b. The flashing output shall be 50 to 60 flashes per minute with a 100 500 millisecond duration on time. The output shall reach the output current as programmed for the duration of the pulse.
- c. The control circuit shall automatically adjust LED output for maximum visibility for both day and night time operations. The control circuit shall be potted in an epoxy resin housing to be waterproof and housed in a 2 3/8" aluminum tube.
- d. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series compatible.
- 3. Anchor Bolts
- a. The anchor bolts shall be galvanized steel 1" x 42".
- b. Set of 4 includes lock washer and nut. Part Number 3177-42 1" x 42" Anchor Bolt.

C Construction

Install the Flashing LED Beacon Unit in accordance to the manufacturer's specifications and instructions.

D Measurement

The department will measure Flashing LED Beacon Station 244EB+75, as a single lump sum unit of work per location, acceptably completed.

E Payment

Measured quantities will be paid at the contract unit price under the following bid items:

ITEM NUMBER DESCRIPTION UNIT SPV.0105.04 Flashing LED Beacon Station 244EB+75 LS

Payment is full compensation for furnishing and installing all items necessary to create a fully functional beacon assembly at each location.

72. Flashing LED Beacon, Station 321EB+50, Item SPV.0105.05.

A Description

Furnish and install a LED Beacon unit at the locations shown on the plans and as hereinafter provided. This item includes all materials and labor not otherwise itemized required to install a functional system at each location.

B Materials

Furnish a LED Beacon assembly. The assembly includes the following items:

1. LED Beacon

- a. The signal beacon will consist of the head, amber lens, visor, backplate, signal closure cap, and mounting hardware for a 4.5" OD aluminum pole. The lens will be a 120V 12" amber LED beacon using LED technology.
- b. The head will be a one piece polycarbonate shell with the polycarbonate door using stainless steel hinge pins. Thumbscrews will hold the door against the body.
- c. The visor shall be a one piece polycarbonate unit which shall be attached at four points to the head door.

2. Control Circuit

- a. The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light output, duty cycle, and duration of flasher operation after actuation shall be programmable.
- b. The flashing output shall be 50 to 60 flashes per minute with a 100 500 millisecond duration on time. The output shall reach the output current as programmed for the duration of the pulse.
- c. The control circuit shall automatically adjust LED output for maximum visibility for both day and night time operations. The control circuit shall be potted in an epoxy resin housing to be waterproof and housed in a 2 3/8" aluminum tube.
- d. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series compatible.
- e. Anchor Bolts

- f. The anchor bolts shall be galvanized steel 1" x 42".
- g. Set of 4 includes lock washer and nut. Part Number 3177-42 1" x 42" Anchor Bolt

C Construction

Install the Flashing LED Beacon Unit in accordance to the manufacturer's specifications and instructions.

D Measurement

The department will measure Flashing LED Beacon Station 321EB+50 as a single lump sum unit of work per location, acceptably completed.

E Payment

The measured quantity will be paid at the contract unit price under the following bid items:

ITEM NUMBER DESCRIPTION UNIT

SPV.0105.05 Flashing LED Beacon, Station 321EB+50

Payment is full compensation for furnishing and installing all items necessary to create a fully functional beacon assembly at each location.

73. Water for Seeded Areas, Item SPV.0120.01.

A Description

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

B Materials

Furnish water that is in accordance to the pertinent requirements of standard spec 624.

Use clean water, free of impurities or substances that might injure the seed.

C Construction

Water the seeded area in accordance with standard spec 624 except as hereinafter modified

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling to maintain a moist soil condition for the first 30 days after seeding. Apply water in a manner to preclude washing or erosion. Do not leave topsoil un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

D Measurement

The department will measure Water for Seeded Areas by volume in thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

LS

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0120.01 Water for Seeded Areas MGAL

Payment is full compensation for furnishing, hauling, and applying the water.

74. Watermain Top Insulation, Item SPV.0165.01.

A Description

Furnishing and installing rigid insulation board on a leveled surface above watermain or water service laterals beings installed under this contract as tabulated on the plans and as provided by the contract.

B Materials

Polystyrene board shall BE 1.5-inch thick and conform to s.8.50.2 of the Wisconsin S&W Specifications.

C Construction

Install insulation for watermains and water service laterals per s.4.17.0 of the Wisconsin S&W Specifications.

D Measurement

The department will measure Watermain Top Insulation 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 NUMBERDESCRIPTIONUNITSPV.0165.01Watermain Top InsulationSF

Payment is full compensation for field coordination and for furnishing and installing all materials

75. Sprayed Asphaltic Shoulder Treatment, Item SPV.0165.02.

A Description

This special provision describes spraying asphaltic material onto aggregate shoulders around guardrail.

B Materials

Furnish asphaltic material that is according to the pertinent requirements of standard spec 604.2(6).

C Construction

Apply the asphaltic material uniformly over the surface of the aggregate shoulder, between the edge of paved shoulder and shoulder point, at a rate sufficient to thoroughly coat surface. Avoid excessive application of asphaltic material. Residual spray should not extend higher than 1 inch up the posts. Exercise care to prevent material runoff. Do not apply prior to impending rain.

D Measurement

The department will measure Sprayed Asphaltic Shoulder Treatment by the square foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.02Sprayed Asphaltic Shoulder TreatmentSF

Payment is full compensation for providing, handling, heating, and applying asphaltic materials

76. Base Aggregate Disintegrated Granite, Item SPV.0195.01.

A Description

This special provision describes constructing an aggregate base of disintegrated granite on a prepared foundation at the locations shown on the plans, as directed by the engineer, in accordance with the standard specifications and as hereinafter provided.

B Materials

Provide locally available decomposed granite, screened or crushed to a maximum l inch size.

C Construction

Construct the disintegrated granite base in accordance with the plan details and the requirements of standard spec 301.3.

D Measurement

The department will measure Base Aggregate Disintegrated Granite by the ton, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.01Base Aggregate Disintegrated GraniteTON

Payment is full compensation for preparing foundation, furnishing, hauling, placing, shaping, and compacting the aggregate.

77. Sanitary Sewer Manhole, 48-Inch, Item SPV.0200.01.

A Description

Furnish and install sanitary sewer manholes, of the specified diameter, at the locations and to the required grades, as shown on the plans, and as hereinafter provided.

B Materials

Sanitary Sewer Manholes shall be pre-cast manholes, conforming to section 3.5.0 of the Wisconsin S&W Specifications and ASTM C-478. Furnish manholes with eccentric cone sections and minimum 48-inch inside diameter

Joints for precast sections shall be made with Ram Nek, Kent Seal or pre-approved equal that complies with Buy America requirements.

Provide factory installed rubber boots for all manhole pipe connections.

Castings shall be Neenah R-1550 frame and type "B" sealed non-rocking lid with concealed pick holes or pre-approved equal that complies with Buy America requirements.

All strapping hardware for drop manholes shall be stainless steel.

Internal/External frame/chimney seals shall be by Adaptor Inc or pre-approved equal that complies with Buy America requirements.

C Construction

Install manholes and drop manholes in accordance to the pertinent requirements of Part II and Part III of the Wisconsin S&W Specifications.

Install sanitary sewer manholes per standard detail file No. 12 of the Wisconsin S&W Specifications.

Install frame casting with a Type I Flexible Watertight Frame/Chimney Joint, per s3.5.4.1(b) and standard detail file No. 12A of the Wisconsin S&W Specifications.

Installation of manhole castings shall be to finished grade.

D Measurement

The department will measure Sanitary Sewer Manholes 48-Inch by the vertical foot in place, acceptably completed, measured from the invert of the outgoing pipe to the manhole rim at finished grade.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0200.01 Sanitary Sewer Manhole, 48-Inch VF

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing manholes and drop manholes, all required castings, seals, fittings and hardware; furnishing and installing bedding; backfilling and compaction; and for removing all material not permanently incorporated in the work.

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.
 - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
 - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>2</u> (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).

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

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

- 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).

<u>NOTE</u>: 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. <u>Document</u> 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. <u>Evaluate DBE quotes</u> 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
- 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.
 - 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. <u>Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.</u> 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 p ☐ No, we are not interested in quo ☐ Please take our name off your n ☐ We have questions about quotin	oting on the nonthly DBl ng this lettin	letting or it E contact li	es items refer st	ne contact m	ne at this nur		
Prime Contractor 's Contact Perso	n	_		DBE Co	ontractor Co	ntact Person	
TNI			TO!				
Phone:		_	Phone				
Fax:Email:		_	Fax Email				
Eman:		_	Eman				
Please circle t	he jobs and	l items you	ı will be qu	oting belov	w		
Proposal No.	1	2	3	4	5	6	7
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
- P 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

- 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;
- 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

November 2013 ASP-4

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 "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

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

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:

 $FA = \left(\frac{CFI}{BFI} - 1\right) x Q x BFI$

(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 2014 edition of the standard specifications:

101.3 Definitions

Replace the definition of semi-final estimate with the following effective with the December 2013 letting:

Semi-final estimate An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

105.11.1 Partial Acceptance

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

(2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.

105.11.2 Final Acceptance

Retitle and replace the entire text with the following effective with the December 2013 letting:

105.11.2 Project Acceptance

105.11.2.1 Inspection

105.11.2.1.1 General

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
 - 1. Unacceptable or not complete.
 - 2. Substantially complete.
 - 3. Complete.

105.11.2.1.2 Unacceptable or Not Complete

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

105.11.2.1.3 Substantially Complete

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
 - 1. All lanes of traffic are open on a finished surface.
 - 2. All signage and traffic control devices are in place and operating.
 - 3. All drainage, erosion control, excavation, and embankments are completed.
 - 4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
 - 1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
 - Punch-list documents include whatever contract required documentation is missing. The engineer may
 restart contract time if the contractor does not submit the punch-list documents within 15 business days
 after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15day requirement.

(3) Proceed as specified in 105.11.2.1.1 until the work is complete.

105.11.2.1.4 Complete

(1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

105.11.2.2 Conditional Final Acceptance

(1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

105.11.2.3 Final Acceptance

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.

105.13.3 Submission of Claim

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

(1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.

107.17.3 Railroad Insurance Requirements

Replace paragraph one with the following effective with the December 2013 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 engineer determines that the work is complete as specified in 105.11.2.1.4.

107.26 Standard Insurance Requirements

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

(1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES

	TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED ^[1]
1.	Commercial general liability insurance endorsed to include blanket contractual liability coverage. [2]	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2.	Workers' compensation.	Statutory limits
3.	Employers' liability insurance.	Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
4.	Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. [2]	\$1 million-combined single limits per occurrence.

The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

108.14 Terminating the Contractor's Responsibility

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

(1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.

109.2 Scope of Payment

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

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the applicable bid items including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
 - 1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 - 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 - 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 - 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 - 5. All infringements of patents, trademarks, or copyrights.
 - 6. All other expenses incurred to complete and protect the work under the contract.

The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

109.6.1 General

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

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
 - 1. Protecting, repairing, correcting, or renewing the work.
 - 2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
- (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.

109.7 Acceptance and Final Payment

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
- (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.

450.3.3 Maintaining the Work

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

(1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.

455.3.2.5 Maintaining Tack Coat

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

(1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.

520.3.8 Protection After Laying

Delete the entire subsection.

614.2.1 General

Replace paragraphs five and six with the following effective with the December 2013 letting:

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.

614.2.3 Steel Rail and Fittings

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

(1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.

614.2.7 Crash Cushions

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

(1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.

616.3.1 General

Replace paragraph six with the following effective with the December 2013 letting:

(6) Remove and dispose of all excess excavation and surplus materials from the fence site.

618.3.3 Restoration

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

(1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.

627.3.1 General

Replace paragraph four with the following effective with the December 2013 letting:

(4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.

637.3.2.1 General

Delete paragraph three effective with the December 2013 letting.

670.3.4.2 Post-Construction Work

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

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
 - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
 - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
 - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each
 cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy
 of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the
 engineer.
 - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
 - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

Errata

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

415.3.14 Protecting Concrete

Correct errata by referencing the opening to service specification.

(1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.

501.2.9 Concrete Curing Materials

Correct errata by changing AASHTO M171 to ASTM C171.

(2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.

607.2 Materials

Correct errata by changing AASHTO M198 to ASTM C990.

(1) Use materials conforming to the requirements for the class of material named and specified below.

Composite pipe, couplings, fittings and joint materials	ASTM D2680
Annular rubber and plastic gaskets for flexible, watertight joints	ASTM C990
External rubber gaskets, mastic, and protective film	ASTM C877
Mortar	519.2.3

637.2.1.3 Sheet Aluminum

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

(4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.

637.3.3.4 Performance

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
 - Sign posts more than five degrees out of plumb.
 - Signs twisted by more than 5 degrees from plan orientation.
 - Signs with delaminated or warped plywood.
 - Signs with bubbling, fading, delaminating, or buckling sheeting.

646.3.3.4 Proving Period

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

(4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

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

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- 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 designbuild 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 nonminority 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 federallyassisted 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 contacting 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:
- 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:
- 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:

County	<u>%</u>	_County_	<u>%</u>	_County_	<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/ws4567.doc

1 of 1

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 contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in 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 GREEN LAKE COUNTY

Compiled by the State of Wisconsin - Department of Workforce Development for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on September 1, 2013

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions reqarding 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.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	30.52	15.84	46.36
Electrician	37.25	15.50	52.75
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	28.00	11.15	39.15
Pavement Marking Operator	26.54	15.83	42.37
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	21.00	12.57	33.57
Teledata Technician or Installer	18.86	6.76	25.62
Tuckpointer, Caulker or Cleaner	30.76	16.42	47.18
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ON	LY 29.64	16.95	46.59
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
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

GREEN LAKE COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	on Sunday, New Ye	ar's Day, Memor	ial Day,
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	27.77	19.90	47.67
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic raction Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	Day. 2) Add \$1.50/l rk premium at: ntm.	nr night work pre	mium.
Pavement Marking Vehicle		14.83	38.82
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69
LABORERS			
General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/20	28.07	13.90	41.97
operated), chain saw operator and demolition burning torch laborer; and luteman), formsetter (curb, sidewalk and pavement) and strike of powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grad DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, involving temporary traffic control setup, for lane and shoulder closur conditions is necessary as required by the project provisions (including such time period).	off man; Add \$.20/hide specialist; Add \$ New Year's Day, M 2) Add \$1.25/hr for res, when work unc	r for blaster and \$.45/hr for pipela lemorial Day, work on projects ler artificial illumi	yer. S nation
Asbestos Abatement Worker	18.00	2.32	20.32
Landscaper	28.07	13.90	41.97
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 red Day, Independence Day, Labor Day, Thanksgiving Day & Christmas involving temporary traffic control setup, for lane and shoulder closur conditions is necessary as required by the project provisions (includit such time period).	Day. 2) Add \$1.25/l res, when work und	nr for work on pro ler artificial illumi	ojects nation
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 6/1/20 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic reduced by the pay independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requirantificial illumination with traffic control and the work is completed after	ate on Sunday, Nev Day. 2) Add \$1.25/I ires that work be pe	nr when the Wisc erformed at night	consin
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	23.41	15.14	38.55
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 In the Company of Control o	er or 00	19.90	55.12

GREEN LAKE COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
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 ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night wor http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	Day. 2) Add \$1.50/ k premium at:		
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower 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 Pilo (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 ra	r or : er; t	19.90 w Year's Day, Me	54.62
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night wor http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	Day. 2) Add \$1.50/ k premium at:		
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scre Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/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 & Gut 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, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Gr 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 F 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); Wine & A- Frames.	34.22 eed; s Tub cout c); Rig;	19.90	54.12
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 rad Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night wor http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	Day. 2) Add \$1.50/ k premium at:		
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 Industria Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Perform	e al	19.90	53.86

GREEN LAKE COUNTY Page 4

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$ \$	\$	\$
Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); C Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on 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; Shoulderin Machine; Skid Steer Loader (With or WIthout Attachments); Telehandler Tining or Curing Machine. 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 rad Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night wor http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	the ng ; ate on Sunday, New Day. 2) Add \$1.50/h k premium at:		
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackin System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surg Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine) Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or W Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. 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 radius Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night wor	e ine); Vell ate on Sunday, New Day. 2) Add \$1.50/h k 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)

Truck Drivers:

Three or More Axles; Euclids, Dumptor &

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

		Basic Hourly	Fringe
LABORERS CLASSIFICATION:		Rates	Benefits
	<u> </u>		
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 (Shovele	¥r.	
	Loader, Utility Man); Batch Truck Dumper; or Cement H	,	
	Bituminous Worker; (Dumper, Ironer, Smoother, Tampe	,	
	Concrete Handler	,.	14.53
Group 2:	Air Tool Operator; Joint Sawer and Filler (Pavement);	·	
	Vibrator or Tamper Operator (Mechanical Hand Operate	d);29.14	14.53
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter	,.	
	(Curb, Sidewalk, and Pavement); Strike Off man	29.19	14.53
Group 4:	Line and Grade Specialist		
Group 5:	Blaster and Powderman		
Group 6:	Flagperson; Traffic Control		
	51		

DATE: September 27, 2013

Fringe

Benefits

Basic Hourly

Rates

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; Modification #3 dated July 19, 2013; Modification #4 dated August 23, 2013; Modification #5 dated September 13, 2013; Modification #6 dated September 27, 2013.

CLASSES OF LABORER AND MECHANICS

Bricklayer	26.78	12.75
Carpenter	30.48	15.80
Millwright		
Piledriverman		
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	31.52	16.30
Electrician		
Line Construction		· ·
Lineman	38.25	18.00
Heavy Equipment Operator	34.43	16.71
Equipment Operator		
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman		
Painters	23.37	11.52
Well Drilling:		
Well Driller	16.52	3.70

SUPERSEDES DECISION WI20120010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

Truck Drivers:

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

		Basic Hourly	Fringe
LABORERS CLASSIFICATION:		Rates	<u>Benefits</u>
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	r.	
	Loader, Utility Man); Batch Truck Dumper; or Cement H	,	
	Bituminous Worker, (Dumper, Ironer, Smoother, Tamper	·);	
	Concrete Handler	\$29.04	14.53
Group 2:	Air Tool Operator; Joint Sawer and Filler (Pavement);	•	
	Vibrator or Tamper Operator (Mechanical Hand Operated	d);29.14	14.53
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter	,-	
	(Curb, Sidewalk, and Pavement); Strike Off man	29.19	14.53
Group 4:	Line and Grade Specialist		
Group 5:	Blaster and Powderman		
Group 6:	Flagperson; Traffic Control		

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.77	16.62
Carpenter	30.48	15.80
Millwright		
Piledriverman		
Ironworker	28.72	23.47
Cement Mason/Concrete Finisher		
Electrician		
Line Construction		J
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		
Groundsman	21.04	12.16
Painters	23.37	11.52
Well Drilling:		
Well Driller	16.52	3.70

Basic Hourly Fringe Rates Benefits

DATE: September 27, 2013

1 & 2 Axles 23.82 18.32

Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic 23.97 18.32

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; Modification #3 dated July 19, 2013; Modification #4 dated August 23, 2013; Modification #5 dated September 13, 2013; Modification #6 dated September 27, 2013.

Fond du Lac County

Page 1 of 3

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

POWER EQUIPMENT OPERATORS CLASSIFICATION:	Basic Hourly Rates	Fringe <u>Benefits</u>	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$36.72	\$20.10	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor);		
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer	\$36.22	\$20.10	tugger; boatmen; winches and A-frames; post driver; material hoist operator	\$35.72	\$20.10
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete			machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner	\$35.46	\$20.10
slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under			operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper		\$20.10 \$20.10
3 cu. yds.; grader or motor patrol; tractor			EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

DATE: September 27, 2013

STATE: Wisconsin

Area3-

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

TREMPEALEAU, VERNON and WASHBURN COUNTIES
FLORENCE (townships of Aurora, Commonwealth, Fern,

Florence and Homestead), MARINETTE (Niagara township)

LABORERS CLASSIFICATION:	Rates	<u>Benefits</u>		
			Area4-	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke
				and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West
Electricians				boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and
Area 1	. \$28.40	16.676		Hutchins) COUNTIES.
Area 2:				
Electricians	. 29.13	17.92	Area5-	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST,
Area 3:				JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of
Electrical contracts under \$130,000		16.85		Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto
Electrical contracts over \$130,000		16.97		County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and
Area 4:	. 28.10	17.24		Hutchins), VILAS AND WOOD COUNTIES
Area 5	. 28.61	16.60		
Area 6	. 35.25	19.30	Area6-	KENOSHA COUNTY
Area 8			Area8-	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington
Electricians	. 30.60	24.95% + 10.33	Alca 0 -	township), ROCK and WALWORTH COUNTIES
Area 9:				tomicinp), Noon and Wile Worth Ocolumb
Electricians		18.71	Area9-	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships),
Area 10	. 28.97	19.55	Alcas	GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE
Area 11	. 31.91	23.60		(except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 12	. 32.87	19.23		(except townships of Neshkoka, Crystal Lake, Newton and Springred), and Shork Cook hills
Area 13	. 32.82	22.51	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester
			Alea IU-	Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Teledata System Installer				Township), I OND DO LAC, MANTOWOC (Scribbwig), and Strebot GAN COONTIES
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician	. 21.89	11.83	Alea III-	DOUGLAS COUNTY
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15	. 16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Installer	-			
Technician	. 24.75	16.04	Area 14 -	Statewide.
Area 1 - CALUMET (except township of New Holstein), C	REEN LAKE		A 15	DODGE (E. CH. 2C'. L.). CL. (T. L.). E. (T.). FOND DILLAG
(N. part, including Townships of Berlin, St. Marie			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC
MARQUETTE (N. part, including Townships of	Crystal Lake, Nesh	koro, Newton &		(Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON,
Springfield), OUTAGAMIE, WAUPACA, WAUS				AND WAUKESHA COUNTIES.
Area O ACHI AND DADDON DAVELE D BUEFALO	DUDNETT OUT			
Area 2 - ASHLAND, BARRON, BAYFIELD, BUFFALO,		PEVVA,		
CLARK (except Mayville, Colby, Unity, Shermar	, Fremont,	· -		
Lynn and Sherwood), CRAWFORD, DUNN, EAU				
IRON, JACKSON, LA CROSSE, MONROE, PEI	, ,	_K,		
PRICE, RICHLAND, RUSK, ST. CROIX, SAWY	ER, TAYLOR,			

DATE: September 27, 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 omision 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.

Page 1 of 1

		DATE: 10/30/1	L3
	SCHEDULE OF ITEMS	S REVISED:	
CONTRACT:	PROJECT(S):	<pre>FEDERAL ID(S):</pre>	
20131210016	1430-00-74	WISC 2013521	
	1430-00-76	N/A	
	1430-00-84	N/A	
	1430-08-86	WISC 2013522	
	1431-02-72	N/A	
	1431-02-74	N/A	
CONTRACTOR :			

LINE NO	TITEM DESCRIPTION	APPROX.	 UNIT PRICE 	BID AMOUNT
110		AND UNITS	DOLLARS CTS	DOLLARS CTS
SECTIO	ON 0001 CONTRACT ITEMS			
0010	201.0105 CLEARING 	 167.000 STA	 	
0020	201.0205 GRUBBING 	 167.000 STA	 	
	203.0100 REMOVING SMALL PIPE CULVERTS	 83.000 EACH		
0040	203.0200 REMOVING OLD STRUCTURE (STATION) 01. STA. 239EB+43	 LUMP 	 LUMP	
0050	203.0200 REMOVING OLD STRUCTURE (STATION) 02. STA. 249EB+40	 LUMP 	 LUMP	
0060	203.0200 REMOVING OLD STRUCTURE (STATION) 03. STA. 49+00.00	 LUMP 	 LUMP 	
0070	203.0210.S ABATEMENT OF ASBESTOS CONTAINING MATERIAL (STRUCTURE) 01.	ļ -	LUMP	
0080	203.0500.S REMOVING OLD STRUCTURE OVER WATERWAY (STATION) 01. STA. 410+95	 LUMP 	 LUMP 	

Wisconsin Department of Transportation PAGE: 2 DATE: 10/30/13

SCHEDULE OF ITEMS REVISED:

	Deniebell of Iten	
CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	!	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	 CTS	 DOLLARS	CTS
	203.0600.S REMOVING OLD STRUCTURE OVER WATERWAY WITH MINIMAL DEBRIS (STATION) 01. STA. 285+18.25	 LUMP 	 LUMP 			
	204.0110 REMOVING ASPHALTIC SURFACE 	 550.000 SY	 	.		
	204.0150 REMOVING CURB & GUTTER 	5,720.000	 	.		
	204.0155 REMOVING CONCRETE SIDEWALK 	730.000	 	.	 	
	204.0165 REMOVING GUARDRAIL 	 1,190.000 LF	 	.	 	
0140	204.0170 REMOVING FENCE 	 370.000 LF	 	.	 	
	204.0180 REMOVING DELINEATORS AND MARKERS 	 4.000 EACH	 	.	 	
	204.0210 REMOVING MANHOLES 	2.000 EACH	 	.		
	204.0215 REMOVING CATCH BASINS 	 1.000 EACH	 		 	

Wisconsin Department of Transportation PAGE: 3 DATE: 10/30/13 SCHEDULE OF ITEMS REVISED: SCHEDULE OF ITEMS

CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

CONTR	ACTOR :			
LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT DOLLARS CTS
0180	204.0220 REMOVING INLETS	 7.000 EACH	 	
0190	204.0245 REMOVING STORM SEWER (SIZE) 01. 15-INCH	 235.000 LF	 	 .
0200	204.0245 REMOVING STORM SEWER (SIZE) 02. 18-INCH	 100.000 LF	 	
0210	204.0245 REMOVING STORM SEWER (SIZE) 03. 24-INCH	 100.000 LF	 .	 .
	205.0100 EXCAVATION COMMON 	 375,828.000 CY	 	 .
0230	205.0200 EXCAVATION ROCK 	 4,230.000 CY	 	 .
	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01. STRUCTURE B-24-09	 LUMP 	 LUMP 	
0250	206.1050.S UNDERWATER FOUNDATION INSPECTION 	 3.000 EACH	 .	
0260	206.2000 EXCAVATION FOR STRUCTURES CULVERTS (STRUCTURE) 01. STRUCTURE C-24-0017	 LUMP 	 LUMP 	

Wisconsin Department of Transportation PAGE: 4
DATE: 10/30/13
SCHEDULE OF ITEMS REVISED: SCHEDULE OF ITEMS

CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

CONTRA	ACTOR :			
LINE	ITEM DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT
NO		QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
0270	206.2000 EXCAVATION FOR STRUCTURES CULVERTS (STRUCTURE) 03.	LUMP	LUMP	
0280	206.5000 COFFERDAMS (STRUCTURE) 01. STRUCTURE B-24-09	 LUMP 	 LUMP 	
0290	206.6000.S TEMPORARY SHORING 	 3,550.000 SF	 	
0300	209.0100 BACKFILL GRANULAR 	 158,410.000 CY	 	
	210.0100 BACKFILL STRUCTURE 	 5,713.000 CY		
	213.0100 FINISHING ROADWAY (PROJECT) 01. PROJECT I.D. 1430-00-74	 1.000 EACH		
0330	213.0100 FINISHING ROADWAY (PROJECT) 02. PROJECT I.D. 1431-02-72	 1.000 EACH		
0340	213.0100 FINISHING ROADWAY (PROJECT) 03. PROJECT I.D. 1430-00-84	 1.000 EACH	 	
0350	305.0110 BASE AGGREGATE DENSE 3/4-INCH 	 27,067.000 TON	 	

Wisconsin Department of Transportation PAGE: 5 DATE: 10/30/13

SCHEDULE OF ITEMS REVISED:

CONTRACT:	PROJECT(S):	<pre>FEDERAL ID(S):</pre>
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A

1430-08-86 WISC 2013522 1431-02-72 N/A 1431-02-74 N/A

LINE	1	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS	
	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	 201,274.000 TON		 	
0370	311.0115 BREAKER RUN 	 185.000 CY	 	 .	
	312.0110 SELECT CRUSHED MATERIAL 	 3,190.000 TON	 	 .	
	415.0410 CONCRETE PAVEMENT APPROACH SLAB 	 270.000 SY	 	 .	
	416.0160 CONCRETE DRIVEWAY 6-INCH 	 61.000 SY	 	 .	
	416.0610 DRILLED TIE BARS 	 27.000 EACH	 	 .	
	416.1010 CONCRETE SURFACE DRAINS 	 5.000 CY		 	
	440.4410.S INCENTIVE IRI RIDE 	 21,560.000 DOL	1.00000	 21560.00 	
	455.0105 ASPHALTIC MATERIAL PG58-28 	 2,866.000 TON	 	 .	
	455.0120 ASPHALTIC MATERIAL PG64-28 		 .	 .	

Wisconsin Department of Transportation PAGE: 6 DATE: 10/30/13 SCHEDULE OF ITEMS REVISED: SCHEDULE OF ITEMS

CONTRACT:	<pre>PROJECT(S):</pre>	<pre>FEDERAL ID(S):</pre>
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	NT / Z\

1431-02-72 N/A 1431-02-74 N/A

CONTRA	ACTOR :			
LINE	ITEM DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT
NO		AND UNITS	DOLLARS CTS	DOLLARS CTS
0460	455.0605 TACK COAT 	 6,534.000 GAL	 	 .
	460.1100 HMA PAVEMENT TYPE E-0.3 	2,964.000 TON	 	 .
	460.1101 HMA PAVEMENT TYPE E-1 	 2,965.000 TON		 .
	460.1110 HMA PAVEMENT TYPE E-10 	 47,885.000 TON	 	 .
	460.2000 INCENTIVE DENSITY HMA PAVEMENT 	30,590.000	1.00000	 30590.00
	465.0105 ASPHALTIC SURFACE 	 76.000 TON	 	 .
0520	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	 1,703.000 TON	 	 .
0530	465.0125 ASPHALTIC SURFACE TEMPORARY	 499.000 TON	 .	
	465.0315 ASPHALTIC FLUMES 	 498.000 SY	 .	 .

Wisconsin Department of Transportation PAGE: 7 DATE: 10/30/13 SCHEDULE OF ITEMS REVISED: SCHEDULE OF ITEMS

CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

	ACTOR :			
LINE NO	TTEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT DOLLARS CTS
0550	 465.0425 ASPHALTIC SHOULDER RUMBLE STRIP 2-LANE RURAL	AND UNITS	<u>-</u> 	DOLLARS CIS
	465.0475 ASPHALT CENTER LINE RUMBLE STRIP 2-LANE RURAL	 13,930.000 LF	 	
	502.0100 CONCRETE MASONRY BRIDGES 	950.000 CY		
	502.1100 CONCRETE MASONRY SEAL	 312.000 CY		
0590	502.3100 EXPANSION DEVICE (STRUCTURE) 01. STRUCTURE B-24-09	 LUMP 	 LUMP 	
0600	502.3200 PROTECTIVE SURFACE TREATMENT 	2,348.000 SY		
0610	502.5005 MASONRY ANCHORS TYPE L NO. 5 BARS 	 400.000 EACH		 .
	502.5010 MASONRY ANCHORS TYPE L NO. 6 BARS 	 12.000 EACH	 	
	502.5020 MASONRY ANCHORS TYPE L NO. 8 BARS 	 5.000 EACH	 	 .
	502.5025 MASONRY ANCHORS TYPE L NO. 9 BARS 	 9.000 EACH		

Wisconsin Department of Transportation PAGE: 8 DATE: 10/30/13 SCHEDULE OF ITEMS REVISED: SCHEDULE OF ITEMS

	00112022 01 112118	112,1202
CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	ITEM DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS	
	502.6105 MASONRY ANCHORS TYPE S 5/8-INCH 	 158.000 EACH	 	 	
	503.0145 PRESTRESSED GIRDER TYPE I 45-INCH 	 1,065.000 LF	 	 	
	504.0100 CONCRETE MASONRY CULVERTS 	 484.000 CY	 	 	
	505.0405 BAR STEEL REINFORCEMENT HS BRIDGES 	 45,205.000 LB	 	 	
	505.0410 BAR STEEL REINFORCEMENT HS CULVERTS	 64,055.000 LB	 	 	
0700	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	 169,650.000 LB		 	
	505.0610 BAR STEEL REINFORCEMENT HS COATED CULVERTS	 1,710.000 LB			
0720	506.2605 BEARING PADS ELASTOMERIC NON-LAMINATED	 48.000 EACH	 	 	
	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 01. STRUCTURE B-24-09	28.000 EACH			

Wisconsin Department of Transportation PAGE: 9 DATE: 10/30/13SCHEDULE OF ITEMS REVISED:

SCHEDULE OF ITEMS R
PROJECT(S): FEDERAL ID(S):
1430-00-74 WISC 201352
1430-00-76 N/A
1430-08-86 N/A
1430-08-86 WISC 201352
1431-02-72 N/A
1431-02-74 N/A CONTRACT: ONTRACT: 20131210016 WISC 2013521

WISC 2013522 N/A N/A

CONTR	ACTOR :			
LINE		APPROX.	UNIT PRICE	 BID AMOUNT
NO	DESCRIPTION	AND UNITS	DOLLARS CTS	!
	506.6000 BEARING ASSEMBLIES EXPANSION (STRUCTURE) 01. STRUCTURE B-24-09	 16.000 EACH		
0750	506.7050.S REMOVING BEARINGS (STRUCTURE) 01. STRUCTURE B-24-09	 25.000 EACH		 .
0760	509.1500 CONCRETE SURFACE REPAIR 	 25.000 SF		 .
	509.9020.S EPOXY CRACK SEALING 	 42.000 LF		
	516.0500 RUBBERIZED MEMBRANE WATERPROOFING 	 99.000 SY		
	520.4018 CULVERT PIPE TEMPORARY 18-INCH	 72.000 LF		
0800	520.4048 CULVERT PIPE TEMPORARY 48-INCH	 322.000 LF	 	 .
0810	520.8000 CONCRETE COLLARS FOR PIPE 	 3.000 EACH	 	
0820	521.1012 APRON ENDWALLS FOR CULVERT PIPE STEEL 12-INCH	 2.000 EACH		 .

Wisconsin Department of Transportation PAGE: 10 DATE: 10/30/13 SCHEDULE OF ITEMS REVISED: SCHEDULE OF ITEMS

CONTRACT:	PROJECT(S):	<pre>FEDERAL ID(S):</pre>
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	:	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	 DOLLARS CTS	 DOLLARS CTS
0830	521.1524 APRON ENDWALLS FOR CULVERT PIPE SLOPED SIDE DRAINS STEEL 24-INCH 6 TO 1	 12.000 EACH	 	
0840	521.1530 APRON ENDWALLS FOR CULVERT PIPE SLOPED SIDE DRAINS STEEL 30-INCH 6 TO 1	 2.000 EACH	 	
0850	522.0124 CULVERT PIPE REINFORCED CONCRETE CLASS III 24-INCH	930.000 LF	 	
	522.0130 CULVERT PIPE REINFORCED CONCRETE CLASS III 30-INCH	 516.000 LF	 	
0870	522.0136 CULVERT PIPE REINFORCED CONCRETE CLASS III 36-INCH	 414.000 LF		
0880	522.0142 CULVERT PIPE REINFORCED CONCRETE CLASS III 42-INCH	 158.000 LF		
0890	522.0148 CULVERT PIPE REINFORCED CONCRETE CLASS III 48-INCH	 914.000 LF		 .
0900	522.0318 CULVERT PIPE REINFORCED CONCRETE CLASS IV 18-INCH	 126.000 LF	 	 .
0910	522.0324 CULVERT PIPE REINFORCED CONCRETE CLASS IV 24-INCH	716.000 LF		

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SCHEDULE OF ITEMS REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20131210016 1430-00-74 WISC 2013521 1430-00-76 N/A 1430-00-84 N/A WISC 2013522 N/A 1430-08-86 1431-02-72 N/A 1431-02-74

LINE	!	APPROX.	UNIT PRI	CE	BID AMOUNT	
NO	DESCRIPTION 	QUANTITY AND UNITS	 DOLLARS	CTS	DOLLARS	CTS
0920	522.0330 CULVERT PIPE REINFORCED CONCRETE CLASS IV 30-INCH	 54.000 LF	 	 		
0930	522.0336 CULVERT PIPE REINFORCED CONCRETE CLASS IV 36-INCH	 242.000 LF	 	 		
	522.0518 CULVERT PIPE REINFORCED CONCRETE CLASS V 18-INCH	 140.000 LF	 	 		
	522.0524 CULVERT PIPE REINFORCED CONCRETE CLASS V 24-INCH	 530.000 LF	 	 		
	522.0530 CULVERT PIPE REINFORCED CONCRETE CLASS V 30-INCH	 212.000 LF				
	522.0536 CULVERT PIPE REINFORCED CONCRETE CLASS V 36-INCH	 174.000 LF		 		
	522.1012 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH	1.000 EACH	 	 		
0990	522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	34.000 EACH	 			
	522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	48.000 EACH		 		

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	! ===	APPROX. 'ION QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION		 DOLLARS CTS	DOLLARS CTS	
1010	522.1030 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 30-INCH	 12.000 EACH		 	
1020	522.1036 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 36-INCH	 14.000 EACH			
1030	522.1042 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 42-INCH	2.000 EACH	 		
1040	522.1048 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 48-INCH	10.000 EACH	 	 	
1050	523.0114 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 14X23-INCH	220.000 LF 			
1060	523.0119 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 19X30-INCH	302.000	<u>.</u>	 	
1070	523.0419 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-IV 19X30-INCH	288.000 LF	 		

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

CONTR	ACTOR :			
LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	DOLLARS CTS
1080	523.0424 CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-IV 24X38-INCH	 800.000 LF		
1090	523.0514 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 14X23-INCH	 8.000 EACH 	 	
1100	523.0519 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 19X30-INCH	 16.000 EACH 	 	
1110	523.0524 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 24X38-INCH	 10.000 EACH 	 	
1120	523.0529 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 29X45-INCH	4.000 EACH 	 	
1130	550.1100 PILING STEEL HP 10-INCH X 42 LB 	 770.000 LF		
	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D 	 5,565.000 LF	 	

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	SCHEDOLE OF ITEM	S KEVISED
CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

CONTR	CONTRACTOR :						
LINE NO	1		APPROX.	UNIT PR	RICE	BID AM	OUNT
NO	DESCRIPTION		QUANTITY AND UNITS	DOLLARS	CTS	DOLLARS	CTS
	601.0557 CONCRETE CURB AND GUTTER 6-INCH SLOPED 36-INCH TYPE D	 LF	19,550.000	 		 	
1160	602.0405 CONCRETE SIDEWALK 4-INCH 	 SF	480.000	 		 	·
	602.0410 CONCRETE SIDEWALK 5-INCH 	 SF	18,897.000	 		 	·
	602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW	 SF	16.000	 - 		 	•
	602.2400 CONCRETE SAFETY ISLANDS 	 SF	170.000	 		 	
	604.0500 SLOPE PAVING CRUSHED AGGREGATE 	 SY	333.000	 		 	
1210	606.0200 RIPRAP MEDIUM 	 CY	1,790.000	 - 		 	
1220	606.0300 RIPRAP HEAVY 	 CY	815.000	 	•	 	·
	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	 LF 	870.000	 		 	

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20131210016 PROJECT(S): FEDERAL ID(S): CONTRACT: 1430-00-74 1430-00-76 1430-00-84 1430-08-86 1431-02-72 1431-02-74 WISC 2013521 N/A N/A WISC 2013522 N/A N/A

LINE		APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	DOLLARS CTS	
1240	608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH	 455.000 LF	 	 	
	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	 1,579.000 LF	 	 	
1260	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	2,282.000 LF	 	 .	
1270	608.0418 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 18-INCH	 562.000 LF		 .	
1280	608.0518 STORM SEWER PIPE REINFORCED CONCRETE CLASS V 18-INCH	 575.000 LF	 	 .	
	608.0524 STORM SEWER PIPE REINFORCED CONCRETE CLASS V 24-INCH	 341.000 LF	 	 .	
1300	610.0429 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-IV 29X45-INCH	396.000 396.000		 	
	611.0530 MANHOLE COVERS TYPE J 	 13.000 EACH	 	 	
	611.0606 INLET COVERS TYPE B 	3.000 EACH	 .	 .	

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	I	APPROX.	!	BID AMOUNT
MO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	
	611.0624 INLET COVERS TYPE H	 18.000 EACH		
	611.0636 INLET COVERS TYPE HM-S 	 63.000 EACH	 	
	611.0639 INLET COVERS TYPE H-S 	 6.000 EACH		
	611.0642 INLET COVERS TYPE MS 	 5.000 EACH		
	611.0654 INLET COVERS TYPE V	 2.000 EACH		
	611.1230 CATCH BASINS 2X3-FT 	 18.000 EACH		
	611.2004 MANHOLES 4-FT DIAMETER	 9.000 EACH		
	611.2005 MANHOLES 5-FT DIAMETER	 12.000 EACH		
	611.2006 MANHOLES 6-FT DIAMETER	 4.000 EACH	 	
	611.3004 INLETS 4-FT DIAMETER 	 14.000 EACH	 	

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

CONTR	ACTOR :				
LINE	!	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	AND UNITS	DOLLARS CTS	DOLLARS CTS	
1430	611.3220 INLETS 2X2-FT 	 2.000 EACH		 .	
1440	611.3230 INLETS 2X3-FT 	 46.000 EACH	 	 	
	611.3901 INLETS MEDIAN 1 GRATE 	 1.000 EACH			
	611.3902 INLETS MEDIAN 2 GRATE 	 2.000 EACH			
	612.0106 PIPE UNDERDRAIN 6-INCH 	 12,230.000 LF			
1480	612.0206 PIPE UNDERDRAIN UNPERFORATED 6-INCH 	 985.000 LF			
	612.0212 PIPE UNDERDRAIN UNPERFORATED 12-INCH 	 28.000 LF			
	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH 	 235.000 LF	·	 	
	612.0806 APRON ENDWALLS FOR UNDERDRAIN REINFORCED CONCRETE 6-INCH	 19.000 EACH		 	

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS
1520	614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	 4.000 EACH	 - 	
1530	614.2300 MGS GUARDRAIL 3 	 1,348.000 LF		
	614.2500 MGS THRIE BEAM TRANSITION 	 158.000 LF	 	
	614.2610 MGS GUARDRAIL TERMINAL EAT	 6.000 EACH	 	
	614.2620 MGS GUARDRAIL TERMINAL TYPE 2 	 6.000 EACH		
1570	616.0700.S FENCE SAFETY 	 350.000 LF	 	
	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. PROJECT I. D. 1430-00-74	1.000		
	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 02. PROJECT I. D. 1431-02-72	1.000		
1600	619.1000 MOBILIZATION 	 1.000 EACH		 .

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	DOLLARS CTS	
	620.0100 CONCRETE CORRUGATED MEDIAN	 8,050.000 SF		 	
1620	620.0300 CONCRETE MEDIAN SLOPED NOSE 	 1,590.000 SF		 	
	621.0100 LANDMARK REFERENCE MONUMENTS	 8.000 EACH	 	 	
1640	625.0100 TOPSOIL 	 285,840.000 SY	 	 	
1650	627.0200 MULCHING 	246,340.000	 	 	
1660	628.1104 EROSION BALES	 2,752.000 EACH		 	
1670	628.1504 SILT FENCE 	 36,033.000 LF	 	 	
	628.1520 SILT FENCE MAINTENANCE 	 36,033.000 LF	 	 	
	628.1905 MOBILIZATIONS EROSION CONTROL 	 4.000 EACH		 .	

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	I	APPROX.	I .	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	!
1700	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	7.000 EACH	 	
	628.2002 EROSION MAT CLASS I TYPE A 	26,323.000 SY	 	
	628.2004 EROSION MAT CLASS I TYPE B 	14,488.000 SY	 	
	628.2006 EROSION MAT URBAN CLASS I TYPE A 	9,050.000 SY	 	
	628.2008 EROSION MAT URBAN CLASS I TYPE B 	50.000	 	
	628.2023 EROSION MAT CLASS II TYPE B 	90.000	 	
	628.5505 POLYETHYLENE SHEETING 	220.000	 	
	628.6005 TURBIDITY BARRIERS 	763.000	 	
	628.7005 INLET PROTECTION TYPE A 	90.000 EACH	 	
	628.7010 INLET PROTECTION TYPE B 	 3.000 EACH	 	

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1/21_02_72	NT / 7\

1431-02-72 N/A 1431-02-74 N/A

CONTR	ACTOR :			
LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS	DOLLARS CTS	DOLLARS CTS
	628.7015 INLET PROTECTION TYPE C 	 21.000 EACH	 	
	628.7020 INLET PROTECTION TYPE D 	 86.000 EACH	 	
	628.7504 TEMPORARY DITCH CHECKS 	 645.000 LF	 	
	628.7555 CULVERT PIPE CHECKS 	 86.000 EACH	 	
1840	628.7560 TRACKING PADS 	 8.000 EACH	 	
1850	628.7570 ROCK BAGS 	960.000 EACH	 	
1860	629.0205 FERTILIZER TYPE A 	 18.000 CWT	 	
1870	629.0210 FERTILIZER TYPE B 	 182.000 CWT	 	
	630.0120 SEEDING MIXTURE NO. 20	 135.000 LB	 	.
	630.0130 SEEDING MIXTURE NO. 30 	2,400.000 LB	 	

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PROJECT(S): FEDERAL ID(S):

1430-00-74 WISC 201352

1430-00-76 N/A

1430-00-84 N/A

1430-08-86 WISC 201352

1431-02-72 N/A

1431-02-74 N/A CONTRACT: ONTRACT: 20131210016 WISC 2013521 WISC 2013522 N/A N/A

CONTRA	ACTOR :			
LINE NO	ITEM DESCRIPTION	APPROX.	UNIT PRICE	
	 630.0140 SEEDING MIXTURE NO. 40 	AND UNITS 	<u>-</u> 	DOLLARS
	630.0170 SEEDING MIXTURE NO. 70	 300.000 LB	 	
	630.0175 SEEDING MIXTURE NO. 75 	 3.000 LB	 .	
	630.0200 SEEDING TEMPORARY 	 135.000 LB	 	
	630.0400 SEEDING NURSE CROP 	 4.000 LB		
1950	633.5200 MARKERS CULVERT END 	 76.000 EACH		
	634.0612 POSTS WOOD 4X6-INCH X 12-FT 	 2.000 EACH		
	634.0614 POSTS WOOD 4X6-INCH X 14-FT 	 229.000 EACH		 .
	634.0616 POSTS WOOD 4X6-INCH X 16-FT 	 23.000 EACH		
	637.2210 SIGNS TYPE II REFLECTIVE H 	 1,592.380 SF	 	

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CONTRACT:	PROJECT(S):	<pre>FEDERAL ID(S):</pre>	
20131210016	1430-00-74	WISC 2013521	
	1430-00-76	N/A	
	1430-00-84	N/A	
	1430-08-86	WISC 2013522	
	1/21_02_72	NT / 7\	

1431-02-72 N/A 1431-02-74 N/A

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS
	637.2215 SIGNS TYPE II REFLECTIVE H FOLDING	 72.000 SF		
	637.2230 SIGNS TYPE II REFLECTIVE F	 390.500 SF	 	
2020	638.2102 MOVING SIGNS TYPE II 	 13.000 EACH	 	
	638.2602 REMOVING SIGNS TYPE II 	 160.000 EACH		
	638.3000 REMOVING SMALL SIGN SUPPORTS 	 146.000 EACH		
	642.5201 FIELD OFFICE TYPE C	 1.000 EACH		
2060	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 01. PROJECT I.D. 1430-00-74	 230.000 DAY	 	
2070	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 02. PROJECT I.D. 1431-02-72	230.000	 	
	643.0300 TRAFFIC CONTROL DRUMS			

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	<u> </u>	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS
	643.0410 TRAFFIC CONTROL BARRICADES TYPE II 	 67.000 DAY		
	643.0420 TRAFFIC CONTROL BARRICADES TYPE III 	 8,134.000 DAY	 	
2110	643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	71.000 EACH		
2120	643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES	 71.000 EACH		
2130	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A 	 11,722.000 DAY		
	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C 	 756.000 DAY		
	643.0900 TRAFFIC CONTROL SIGNS	9,686.000 DAY		
	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	 25.000 EACH		
	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	 110.250 SF	 	
	643.1050 TRAFFIC CONTROL SIGNS PCMS 	 177.000 DAY		

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1430-00-74 WISC 201352

1430-00-76 N/A

1430-00-84 N/A

1430-08-86 WISC 201352 20131210016 CONTRACT: WISC 2013521 WISC 2013522 N/A N/A _____/2 1431-02-74 1431-02-72

CONTR	ACTOR :			
LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	BID AMOUNT
	 	AND UNITS	DOLLARS CTS	DOLLARS CTS
2190	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. PROJECT I.D. 1430-00-74	 1.000 EACH		
	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 02. PROJECT I.D. 1431-02-72	 1.000 EACH	-	
	643.3000 TRAFFIC CONTROL DETOUR SIGNS 	 32,122.000 DAY		
	645.0105 GEOTEXTILE FABRIC TYPE C	 430.000 SY		
2230	645.0120 GEOTEXTILE FABRIC TYPE HR 	5,015.000 SY	<u> </u>	
2240	645.0140 GEOTEXTILE FABRIC TYPE SAS 	 4,800.000 SY		
	646.0106 PAVEMENT MARKING EPOXY 4-INCH 	337,130.000	- -	
	646.0126 PAVEMENT MARKING EPOXY 8-INCH 	7,805.000 7,805.000		
	646.0600 REMOVING PAVEMENT MARKINGS 	2,550.000 LF		
2280	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	54.000 EACH		

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):	
20131210016	1430-00-74	WISC 2013521	L
	1430-00-76	N/A	
	1430-00-84	N/A	
	1430-08-86	WISC 2013522	2
	1431-02-72	N/A	
	1431-02-74	N/A	

CONTR	ACTOR :			
LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS
	647.0356 PAVEMENT MARKING WORDS EPOXY 	 29.000 EACH		
	647.0456 PAVEMENT MARKING CURB EPOXY 	 394.000 LF	 	
2310	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	 386.000 LF	 .	 .
2320	647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY	 21.000 EACH	 .	 .
2330	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	 2,312.000 LF		 .
	647.0955 REMOVING PAVEMENT MARKINGS ARROWS 	 7.000 EACH		 .
	647.0965 REMOVING PAVEMENT MARKINGS WORDS 	3.000 EACH		
	648.0100 LOCATING NO-PASSING ZONES 	 6.970 MI	 	
	649.0200 TEMPORARY PAVEMENT MARKING REFLECTIVE PAINT 4-INCH 	1,000.000 1,000.000		

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1430-00-74 WISC 201352

1430-00-76 N/A

1430-00-84 N/A

1430-08-86 WISC 201352 CONTRACT: 20131210016 WISC 2013521 WISC 2013522 N/A N/A 1431-02-72 1431-02-74

LINE	I .	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
	649.0300 TEMPORARY PAVEMENT MARKING REFLECTIVE TAPE 4-INCH 	 16,195.000 LF	 	
2390	649.0900 TEMPORARY PAVEMENT MARKING STOP LINE 12-INCH		 	
	649.1800 TEMPORARY PAVEMENT MARKING ARROWS REMOVABLE TAPE	 2.000 EACH	 .	
2410	650.4000 CONSTRUCTION STAKING STORM SEWER	 177.000 EACH	 .	
	650.4500 CONSTRUCTION STAKING SUBGRADE	 35,880.000 LF	 .	
	650.5000 CONSTRUCTION STAKING BASE	 35,880.000 LF	 .	
2440	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER		 .	
	650.6000 CONSTRUCTION STAKING PIPE CULVERTS	 32.000 EACH	 	
2460	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 01. STRUCTURE C-24-0017	 LUMP 	 LUMP 	

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PROJECT(S): FEDERAL ID(S):

1430-00-74 WISC 201352

1430-00-76 N/A

1430-00-84 N/A

1430-08-86 WISC 201352 20131210016 CONTRACT: WISC 2013521

WISC 2013522 N/A N/A

_____/2 1431-02-74 1431-02-72

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CT
2470	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 02. STRUCTURE B-24-09	LUMP	LUMP	
	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 03. STRUCTURE B-20-49	 LUMP 	 LUMP 	
2490	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. PROJECT I.D. 1430-00-74	 LUMP 	 LUMP 	
2500	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. PROJECT I.D. 1430-00-74	 LUMP 	 LUMP 	
2510	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 02. PROJECT I.D. 1431-02-72	 LUMP 	 LUMP	
	650.9920 CONSTRUCTION STAKING SLOPE STAKES 	 34,060.000 LF		
2530	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	 3,032.000 LF	 	
	652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	 1,535.000 LF	 	

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

CONTR	ACTOR :			
LINE	TTEM DESCRIPTION	APPROX.		BID AMOUNT
		AND UNITS	DOLLARS CTS	DOLLARS CTS
	652.0800 CONDUIT LOOP DETECTOR 	 1,606.000 LF	 	
	653.0140 PULL BOXES STEEL 24X42-INCH 	 34.000 EACH	 	 .
	653.0145 PULL BOXES STEEL 24X48-INCH 	 2.000 EACH		
	654.0101 CONCRETE BASES TYPE 1 	 6.000 EACH		
	654.0102 CONCRETE BASES TYPE 2 	 8.000 EACH		
	654.0105 CONCRETE BASES TYPE 5 	 12.000 EACH		
	654.0110 CONCRETE BASES TYPE 10 	 3.000 EACH		
	654.0113 CONCRETE BASES TYPE 13	 1.000 EACH		
2630	654.0217 CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL	 1.000 EACH	 	
	655.0220 CABLE TRAFFIC SIGNAL 4-14 AWG 	 76.000 LF	 	

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CONTRACT:	PROJECT(S):	FEDERAL	ID(S):
20131210016	1430-00-74	WISC	2013521
	1430-00-76	N/A	
	1430-00-84	N/A	
	1430-08-86	WISC	2013522
	1431-02-72	N/A	
	1431-02-74	N/A	

LINE	INE ITEM NO DESCRIPTION	!	PPROX.	UNIT PRICE		BID AMOUNT	
NO		QUANTITY -	 DOLLARS		 DOLLARS	CTS	
	655.0230 CABLE TRAFFIC SIGNAL 5-14 AWG 	 LF	530.000	 		 	
2660	655.0240 CABLE TRAFFIC SIGNAL 7-14 AWG 	 LF	1,835.000	 		 	
2670	655.0260 CABLE TRAFFIC SIGNAL 12-14 AWG 	 LF	1,730.000	 		 	
2680	655.0305 CABLE TYPE UF 2-12 AWG GROUNDED	 LF	3,655.000			 	
2690	655.0515 ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG 	1	5,964.000	 		 	
	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	 LF	2,880.000	 		 	
2710	655.0700 LOOP DETECTOR LEAD IN CABLE 	 LF	5,205.000	 		 	
2720	655.0800 LOOP DETECTOR WIRE 	 LF	5,334.000			 	
2730	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. STH 23 & STH 49	 LUMP 		 LUMP 		 	

SCHEDULE OF ITEMS REVISED:

PROJECT(S): FEDERAL ID(S): CONTRACT: ONTRACT: 20131210016 1430-00-74 WISC 2013521 1430-00-76 N/A 1430-00-84 1430-08-86 N/A WISC 2013522 N/A N/A 1431-02-72 1431-02-74

LINE	!	APPROX.	UNIT PRIC	E	BID AMOUNT	
NO	DESCRIPTION 	QUANTITY AND UNITS	 DOLLARS	CTS	 DOLLARS	CTS
2740	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 02. STA. 244EB+75	!	 LUMP 			
	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 03. STA. 321EB+50	!	LUMP		 	
2760	657.0100 PEDESTAL BASES 	 6.000 EACH	 .		 	
2770	657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE	20.000 EACH	 .		 	
2780	657.0315 POLES TYPE 4 	 8.000 EACH	 			
	657.0322 POLES TYPE 5-ALUMINUM 	 12.000 EACH	 			
2800	657.0420 TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT 	 4.000 EACH	 .		 	
	657.0425 TRAFFIC SIGNAL STANDARDS ALUMINUM 15-FT 	2.000 EACH	 		 	
2820	657.0614 LUMINAIRE ARMS SINGLE MEMBER 4-INCH CLAMP 8-FT	24.000 EACH	 		 	

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CONTRACT:	PROJECT(S):	FEDERAL	ID(S):
20131210016	1430-00-74	WISC	2013521
	1430-00-76	N/A	
	1430-00-84	N/A	
	1430-08-86	WISC	2013522
	1431-02-72	N/A	
	1431-02-74	N/A	

LINE	 ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	 DOLLARS CTS	I
	657.1345 INSTALL POLES TYPE 9 	 2.000 EACH	 	
	657.1355 INSTALL POLES TYPE 12 	 2.000 EACH	 	
	657.1530 INSTALL MONOTUBE ARMS 30-FT 	 3.000 EACH	 	
	657.1545 INSTALL MONOTUBE ARMS 45-FT 	 1.000 EACH	 	
	658.0110 TRAFFIC SIGNAL FACE 3-12 INCH VERTICAL 	 18.000 EACH	 	
	658.0115 TRAFFIC SIGNAL FACE 4-12 INCH VERTICAL 	 6.000 EACH	 - -	
2890	658.0215 BACKPLATES SIGNAL FACE 3 SECTION 12-INCH	 18.000 EACH	 	
2900	658.0220 BACKPLATES SIGNAL FACE 4 SECTION 12-INCH	 6.000 EACH		
	658.0600 LED MODULES 12-INCH RED BALL 	 12.000 EACH	 	
	658.0605 LED MODULES 12-INCH YELLOW BALL 	 12.000 EACH	 	

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

CONTR	ACTOR :							
LINE NO	TEM DESCRIPTION	!	PPROX. ANTITY	UNIT P	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	AND UNITS		DOLLARS	CTS	DOLLARS	CTS	
	658.0610 LED MODULES 12-INCH GREEN BALL 	 EACH	12.000	 		 		
	658.0615 LED MODULES 12-INCH RED ARROW 	 EACH	12.000	 		 		
	658.0620 LED MODULES 12-INCH YELLOW ARROW 	 EACH	24.000	 		 		
	658.0625 LED MODULES 12-INCH GREEN ARROW 	 EACH	6.000	 		 		
	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 01. STH 23 & STH 49	LUMP		 LUMP 		 		
2980	690.0150 SAWING ASPHALT 	 LF	1,580.000	 		 		
2990	690.0250 SAWING CONCRETE 	 LF	16.000	 		 		
3000	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	 DOL	500.000	 	1.00000	 5	00.00	
	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	 DOL	8,604.000	 	1.00000	 86	04.00	

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522

1431-02-72 N/A 1431-02-74 N/A

CONTR	ACTOR :				
LINE NO	ITEM DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS	
3020	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	 1,200.000 HRS	5.00000	 6000.00	
3030	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	 600.000 HRS	5.00000	 3000.00	
3040	SPV.0035 SPECIAL 01. TRENCH BACKFILL WATER AND SANITARY	 1,637.000 CY	 	 	
3050	SPV.0060 SPECIAL 01. CONNECT TO EXISTING WATERMAIN	 2.000 EACH	 	 	
3060	SPV.0060 SPECIAL 02. REMOVE EXISTING HYDRANT	 1.000 EACH	 	 .	
3070	SPV.0060 SPECIAL 03. GATE VALVE AND BOX 10-INCH	 1.000 EACH	 	 .	
3080	SPV.0060 SPECIAL 04. GATE VALVE AND BOX 8-INCH	 2.000 EACH		 	
3090	SPV.0060 SPECIAL 05. GATE VALVE AND BOX 6-INCH	 3.000 EACH	 		
3100	SPV.0060 SPECIAL 06. REDUCER FITTING 10-INCH X 8-INCH	 1.000 EACH	 	 	

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CONTRACT:	PROJECT(S):	FEDERAL	ID(S):
20131210016	1430-00-74	WISC	2013521
	1430-00-76	N/A	
	1430-00-84	N/A	
	1430-08-86	WISC	2013522
	1431-02-72	N/A	
	1431-02-74	N/A	

LINE	CONTRACTOR :					
AND UNITS DOLLARS CTS DOLLARS CTS		!	!	UNIT PRICE	BID AMOUNT	
SPV.0060 SPECIAL 08. 11.	NO	DESCRIPTION	-	DOLLARS CTS	DOLLARS CTS	
3120 25-DEGREE BEND FITTING 10-INCH EACH	3110	REDUCER FITTING 8-INCH X	!	 	 	
3130	3120	25-DEGREE BEND FITTING	3.000		 	
SPV.0060 SPECIAL 11.	3130	45-DEGREE BEND FITTING				
SPV.0060 SPECIAL 12.	3140	TEE FITTING 8-INCH X	!			
SPV.0060 SPECIAL 14. SPV.0060 SPECIAL 14. SPV.0060 SPECIAL 15. SPV.0060 SPECIAL 15.	3150	TEE FITTING 10-INCH X	!			
3170 CAP FITTING 10-INCH 1.000 EACH 1.000	3160	CROSS FITTING 8-INCH X	!			
3180 CAP FITTING 8-INCH 1.000 EACH		I	!			
3190 HYDRANT 3.000			!			
		I			 	

1431-02-74 N/A

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CONTRACT:	<pre>PROJECT(S):</pre>	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A

CONTR	ACTOR :				
LINE ITEM NO DESCRIPTION		APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS	
3200	SPV.0060 SPECIAL 16. CORPORATION STOP 1 1/4-INCH	 5.000 EACH	 	 .	
3210	SPV.0060 SPECIAL 17. CURB STOP AND BOX 1 1/4-INCH	 5.000 EACH	 	 .	
3220	SPV.0060 SPECIAL 18. CONNECT TO EXISTING WATER SERVICE	 5.000 EACH	 	 .	
3230	SPV.0060 SPECIAL 19. CONNECT TO EXISTING SANITARY SEWER	 2.000 EACH	 		
3240	SPV.0060 SPECIAL 20. SANITARY SERVICE WYE 8-INCH X 6-INCH	 2.000 EACH			
3250	SPV.0060 SPECIAL 21. CONNECT TO EXISTING SANITARY SERVICE	 2.000 EACH	 		
3260	SPV.0060 SPECIAL 22. STORM SEWER FILTERING BASIN OUTLETS	 1.000 EACH			
3270	SPV.0060 SPECIAL 23. REESTABLISH SECTION CORNER MONUMENTS	 2.000 EACH		 .	
	SPV.0060 SPECIAL 24. REINFORCED ENDWALLS AND GRATES 19X30-INCH SPECIAL	2.000 2.000 EACH	 	 	

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CONTRACT:	PROJECT(S):	<pre>FEDERAL ID(S):</pre>
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

CONTR	ACTOR:			
LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
	SPV.0060 SPECIAL 25. LED LUMINAIRE CATEGORY C	 24.000 EACH	 	 .
	SPV.0060 SPECIAL 26. ADJUSTING EXISTING SANITARY MANHOLE AND BARREL HEIGHT	 2.000 EACH		
3310	SPV.0060 SPECIAL 27. WATER VALVE BOX ADJUSTMENT	 2.000 EACH	 	 .
3320	SPV.0060 SPECIAL 28. SALVAGE AND REINSTALL HYDRANT	 2.000 EACH	 	 .
	SPV.0090 SPECIAL 01. WATERMAIN 10-INCH 	 432.000 LF		
	SPV.0090 SPECIAL 02. WATERMAIN 8-INCH 	 520.000 LF		
	SPV.0090 SPECIAL 03. WATERMAIN 6-INCH 	 102.000 LF		
3360	SPV.0090 SPECIAL 04. WATER SERVICE LATERAL 1 1/4-INCH	 175.000 LF	 	 .
	SPV.0090 SPECIAL 05. SANITARY SEWER 8-INCH 	 694.000 LF	 	 .

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CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20131210016	1430-00-74	WISC 2013521
	1430-00-76	N/A
	1430-00-84	N/A
	1430-08-86	WISC 2013522
	1431-02-72	N/A
	1431-02-74	N/A

LINE	ITEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS	!	 DOLLARS CTS	
3380	SPV.0090 SPECIAL 06. SANITARY SERVICE LATERAL 6-INCH	 75.000 LF	 	 	
3390	SPV.0090 SPECIAL 07. ROCK BAGS DITCH CHECK	 556.000 LF	 	 .	
3400	SPV.0105 SPECIAL 01. REMOVE AND SALVAGE TRAFFIC SIGNALS	 LUMP 	 LUMP 	 .	
3410	SPV.0105 SPECIAL 02. TRANSPORT DEPARTMENT FURNISHED TRAFFIC SIGNAL MONOTUBE MATERIALS	LUMP	LUMP		
	SPV.0105 SPECIAL 03. REMOVING GEODETIC SURVEY	 LUMP 	 LUMP	 	
3430	SPV.0105 SPECIAL 04. FLASHING LED BEACON STA. 244EB+75	 LUMP 	 LUMP 	 	
3440	SPV.0105 SPECIAL 05. FLASHING LED BEACON STA. 321EB+50	 LUMP 	LUMP	 	
	SPV.0120 SPECIAL 01. WATER FOR SEEDED AREAS	 6,371.000 MGAL		 	
	SPV.0165 SPECIAL 01.	 160.000 SF		 .	

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SCHEDULE OF ITEMS REVISED: PROJECT(S): FEDERAL ID(S): CONTRACT: 20131210016 1430-00-74 1430-00-76 1430-00-84 1430-08-86 WISC 2013521 N/A N/A WISC 2013522 N/A N/A 1431-02-72 1431-02-74

CONTRACTOR :						
	LINE ITEM NO DESCRIPTION	APPROX.	UNIT PI	RICE	BID AMOUNT	
		AND UNITS	DOLLARS	CTS	 DOLLARS 	CTS
3470	SPV.0165 SPECIAL 02. SPRAYED ASPHALTIC SHOULDER TREATMENT	2,490.000 SF			 	
3480	SPV.0195 SPECIAL 01. BASE AGGREGATE DISINTEGRATED GRANITE	 150.000 TON			 	
3490	SPV.0200 SPECIAL 01. SANITARY SEWER MANHOLE 48-INCH	 63.000 VF			 	
	 SECTION 0001 TOTAL					
	 TOTAL BID					

PLEASE ATTACH SCHEDULE OF ITEMS HERE