#### HIGHWAY WORK PROPOSAL

Proposal Number:

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

COUNTY STATE PROJECT ID FEDERAL PROJECT ID PROJECT DESCRIPTION HIGHWAY

Crawford 5783-03-71 Wauzeka - Soldiers Grove Dellamater Hollow Creek,

STH 131

B-12-0079

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, \$ 40,000.00	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: January 14, 2014 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
Sixty (60) Working Days	NOT FOR BIDDING FOR OOLO
Assigned Disadvantaged Business Enterprise Goal  0%	This contract is exempt from federal oversight.

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

Do not sign, notarize, or submit this Highway Work Proposal wh	nen 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	and the a Coule

#### For Department Use Only

ype of Work

Removing old Structure B-12-0618, grading, borrow, pavement marking, HMA pavement, asphaltic surface, aggregate base dense, MGS rail systems, Structure B-12-0079.

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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. 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 <a href="http://www.bidx.com/">http://www.bidx.com/</a> 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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a> 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<sup>™</sup> software and the Bid Express<sup>™</sup> 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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. 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<sup>™</sup> 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	<b>Estimated Value</b>
-		

#### **DECEMBER 2000**

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

### **Instructions for Certification**

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

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

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

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

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

## **Special Provisions**

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#### SPECIAL PROVISIONS

#### 1 General.

Perform the work under this construction contract for Project 5783-03-71, Wauzeka - Soldiers Grove, Dellamater Hollow Creek B-12-0079, STH 131, Crawford 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 common excavation/borrow, concrete masonry for bridges, removal of old bridge structure, base aggregate dense materials, HMA pavement, asphaltic surface, MGS guardrail systems, pavement markings and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

## 3. **Prosecution and Progress.**

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

Provide the time frame for construction of the project within the 2014 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

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#### **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.

#### **Emerald Ash Borer**

Crawford County is quarantined for Emerald Ash Borer. No 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; may be imported to these counties or exported from these counties. More frequent updates, if any, are available on the DATCP website at <a href="www.datcp.state.wi.us">www.datcp.state.wi.us</a>. Persons may request update notices by calling (608) 224–4573, by visiting the DATCP website, or by contacting DATCP.

#### **Creek Channel Change**

The new creek channel for Dellamater Hollow Creek shall be done in stages.

**Stage 1** shall consist of constructing the portion of new creek channel extending from the east ditch slope of STH 131 and proceeding east to the existing creek channel. The new channel shall not be connected to the existing channel at this time. The contactor shall remove the easterly most portion of the creek channel between the new and existing creek to an elevation of 6-12 inches lower than the ditch line at the toe of slope along STH 131 where the new creek channel meets the toe of slope along STH 131. This will allow for over toping in a major rain event and allow a secondary route for the water. The temporary roadway is also constructed during stage 1. The contactor shall install 2-36" temporary culvert pipes in the existing creek channel where the temporary roadway passes over. These will be in use until the engineer directs the contractor to make the connection to the new creek channel during stage 2. Upon completion of the excavation for the new creek channel and construction of the by-pass roadway, the contactor shall put in place all erosion control measures found in the plans for stage 1 erosion control.

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Stage 2 shall be completed after traffic has been placed on to the temporary by-pass roadway. At this time the contractor shall excavate the remaining new creek channel to the west and through STH 131. The removal of the material under STH 131 from toe of slope to toe of slope (road bed and sub grade material) will be paid as common excavation. Any additional excavation work required for construction of the bridge abutments and wing walls will be paid for as Excavation for Structures Bridges B-12-79. Upon completion of the excavation for the new creek channel and construction of the by-pass roadway, the contactor shall put in place all erosion control measures found in the plans for stage 2 erosion control. The connection of the new creek channel to the existing creek channel shall not be made until the new creek channel is vegetated or until the engineer directs the contractor to do so.

#### 4. Traffic.

STH 131, on which this project is located, will be routed to a temporary by-pass roadway adjacent to the existing highway. Brockway Drive will remain open for local traffic. STH 171, on which some minor maintenance work will be done, will utilize a temporary traffic signal with miscellaneous flagging operations as well.

## 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 131 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.

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

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Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the SW Region - La Crosse Office during normal working hours. Contact Utility Permit Coordinator Mark Goggin at (608) 246-3829.

**Alliant Energy** has an overhead electric line paralleling the west side of STH 131 throughout the project, and an overhead electric line crossing STH 131 at Station 118+35.

A light pole at Station 118+30, 50 RT is in conflict with the temporary bridge bypass and will be removed, and reinstalled at a new location beyond the grading limits prior to construction. All other poles and overhead electric lines paralleling or crossing STH 131 within the project limits will remain in place.

Jason Heming, (608) 458-4242 office, (608) 295-9730 cell.

**Gays Mills Water and Sewer** has an 8 inch gravity feed sanitary sewer line and an 8 inch water main roughly paralleling the east side of STH 131 throughout the project. The sanitary and water facilities are in conflict and will be relocated to maintain horizontal separation from the new bridge and maintain vertical clearance under the relocated stream channel. The work described below will take place prior to construction.

Water Main: At Station 78+06, 27 RT, tee into existing main, new main will run to the east around the new bridge relocated stream channel and tee back into the main at Station 79+39, 25 RT. A hydrant at Station 79+95 RT will be salvaged and moved 18 feet east.

Sanitary sewer: At Station 77+65, 37 RT, replace sanitary manhole, new main will run to the east around the new bridge relocated stream channel and tie back into the main at a new manhole at Station 79+80, 35 RT. A manhole at Station 81+65 RT will be reconstructed. A new sanitary manhole will be under the temporary bypass and will be covered with a steel plate for the duration of the temporary bypass.

James Chellevold, (608) 735-4341 office, (608) 553-1664 cell

**Madison Gas and Electric** has 4 inch 60 PSI plastic gas main roughly paralleling the west side of STH 131, and a 4 inch 175 PSI steel gas main roughly paralleling the east side of STH 131 throughout the project. The work described below will take place prior to construction

MG&E will relocate or lower in place existing gas mains along the west side of STH 131 from Station 116+00 Lt to Station 126+00 LT New gas main on the west side of STH 131 will be placed approximately 3 feet west of the existing gas main from Station 116+00 to STA 126+00.

Gas main on the east side of STH 131 will be lowered from Station 119+50 RT to 126+00 RT, and relocated approximately 3 feet west of the existing gas main from Station 116+00 to 119+50.

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Steve Beversdorf (608) 252-1552 office, (608) 444-9620 cell.

**Mediacom** has a 60 strand fiber optic cable buried along the west side of STH 131 throughout the project. Specifically, Mediacom owns the buried cable roughly paralleling and closest to the west side of STH 131 from Station 115+00 LT to 128+00 LT. All other buried communications cables on the project are owned by Richland Grant Telephone Company. The work described below will take place prior to construction.

Mediacom will directional bore a new 60 strand fiber optic cable further west at a depth that will be clear of any conflicts from Station 114+75 LT to Station 129+00 LT. The existing cable in conflict will be abandoned in place once the new cable is cut over.

Tim Orcutt (515) 249-5848 cell.

**Richland Grant Telephone Company** has buried communications cables along both sides of STH 131 throughout the project. RGTC owns all of the cables on the project other the Mediacom cable described above. The work described below will take place prior to construction.

The furthest west cable on the project, roughly paralleling the west side of STH 131 is a 48 strand fiber optic cable and is in conflict with the new stream channel in the TLE area. This cable will be completely relocated beyond the new stream channel for the length of the project.

The next cable to the east roughly paralleling the west side of STH 131 is a 240 strand fiber optic cable in conflict with the new stream channel and new ditch cut from Station 120+00 LT to 130+00 LT RGTC will on lower this cable in place from Station 120+00 LT to 130+00 LT.

All of the existing RGTC cables on the east side of STH 131, and the furthest west cable on the project in conflict with the new stream channel in the TLE area will be abandoned in place once the new cable is cut over.

John Bartz (608) 537-2461 office, (608) 393-3247 cell

#### 7. Erosion Control.

*Supplement standard spec 107.20 with the following:* 

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

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Topsoil graded areas, as designated by the engineer, immediately after grading has been completed within those areas. Seed, fertilize, and install erosion mat on all topsoiled areas within 5 working days after placement of topsoil.

*Replace standard spec 107.20(3) with the following:* 

The contractor shall prepare and submit an erosion control implementation plan for the project, including borrow sites and material disposal sites, in accordance to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

#### 8. 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)

## 9. 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 Tom Oldenburg, WisDOT project leader at (608) 789-5703. 107-054 (20080901)

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## 10. **Public Convenience and Safety.**

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 9:00 PM until the following 6:00 AM, unless prior written approval is obtained from the engineer. 107-001 (20060512)

## 11. Pavement Marking Removals.

For pavement marking removals over B-12-137 located on STH 171 only.

Supplement standard spec 646.3.4 with:

Remove pavement markings by water jetting only.

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

John Roelke, License Number AII-119523, inspected Structure B-12-618 for asbestos on April 19, 2010. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Tom Oldenburg, Project Leader (608) 789-5703.

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 Tom Oldenburg, Project Leader, 3550 Mormon Coulee Road, La Crosse, WI 54601 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-12-618, STH 131 over Dellamater Hollow Creek
- Site Address: 1.2M N JCT STH 171
- Ownership Information: Wisconsin DOT SW Region, 3550 Mormon Coulee Rd., La Crosse, WI 54601
- · Contact: Reiny Yahnke, PE
- Phone: (608) 785-9050
- Age: 74 years old. This structure was constructed in 1939.
- · Area: 780 SF of deck

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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)

# 13. Removing Old Structure Over Waterway With Minimal Debris Station 118+75, 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-12-0618 over the Dellamater Hollow Creek 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.

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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 118+75

203-020 (20080902)

## 14. 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.

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- (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 <sup>[1]</sup>
$> 1500$ tons and $\le 6000$ tons	Two tests of the same type, either from
	production, load-out, or placement at
	production, load-out, or placement at the contractor's option <sup>[1]</sup>
$>$ 6000 tons and $\leq$ 9000 tons	Three placement tests <sup>[2][3]</sup>

- 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.

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- 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 <sup>[1]</sup>
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.

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#### **B.4.2 Records**

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

#### **B.4.3** Control Charts

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

#### **B.5** Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

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- (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:

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

#### **B.6.2** Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec

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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:

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- 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

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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.

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(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)

## 15. Temporary Structure Station 20+82BP.

Perform this work in accordance to standard spec 526, as shown on the plans, and as hereinafter provided.

The structure shall have a minimum roadway width of 26-feet as measured between the faces of the wheel guards and at right angles to the centerline. 526-010 (20030820)

## 16. Cover Plates Temporary, Item 611.8120.S.

### **A Description**

This special provision describes furnishing, installing and removing a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

#### **B** Materials

Provide a 0.25-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

#### C (Vacant)

#### **D** Measurement

The department will measure Cover Plates Temporary as 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 NUMBERDESCRIPTIONUNIT611.8120.SCover Plates TemporaryEach

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

611-006 (20030820)

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## 17. Temporary Traffic Signals for Bridges B-12-0137 Item 661.0100.01.

The following timing plan is required as a part of the installation.

SIGNAL SEQUENCE				
INTERVAL	NB/EB	SB/WB	Seconds	Percent
1	G	R	14	19%
2	Y	R	3.4	5%
3	R	R	19.3	26%
4	R	G	14	19%
5	R	Y	3.4	5%
6	R	R	19.3	26%

Cycle length = 73.4

Any changes to the timing plan need to be approved by the District Traffic Engineer prior to be implemented in the field.

## 18. Underwater Dive Inspection – Riprap Placement, Item SPV.0105.01.

#### **A Description**

This special provision describes providing underwater dive inspections of the riprap placement around the bridge pier in accordance to the standard specifications and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

Provide a diver who, under the direction of the engineer, will verify the riprap has been placed within reasonable tolerances of the detail the plans show or as specified by the engineer.

Provide a television monitor and camera, along with two-way audio communications with the diver during the inspection.

Correct any deficiencies in the riprap placement and repeat the inspections until all deficiencies are corrected.

#### **D** Measurement

The department will measure Underwater Dive Inspection – Riprap Placement as a single lump sum unit of work, acceptably completed. Multiple underwater inspections to correct riprap placement deficiencies will not receive additional compensation beyond the lump sum bid price.

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## E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.01 Underwater Dive Inspection – Riprap Placement LS

Payment is full compensation for furnishing all diving inspections; for supplying video and two-way audio communications equipment; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

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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 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 <sup>[1]</sup>
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.

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.

#### 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.

#### 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.

### 460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the January 2014 letting:

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 400.4	400DE04TE		DANIOE AND VALA DECLUDERAENTO	
TABLE 460-1	$\Delta(i(iRF(i\Delta)F)$	GRADATION MASTER	RANGE AND VMA REQUIREMENTS	

	PERCENTS PASSING DESIGNATED SIEVES							
SIEVE	NOMINAL SIZE							
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm	
50.0-mm	100							
37.5-mm	90 –100	100						
25.0-mm	90 max	90 -100	100					
19.0-mm		90 max	90 -100	100		100		
12.5-mm			90 max	90 -100	100	90 - 97	100	
9.5-mm				90 max	90 -100	58 - 72	90 - 100	
4.75-mm					90 max	25 - 35	35 - 45	
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28	
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0	
% MINIMUM VMA	11.0	12.0	13.0	14.0 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0	

<sup>&</sup>lt;sup>[1]</sup> 14.5 for E-3 mixes.

### 460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the January 2014 letting:

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to the department's test method number 1559.

<sup>[2] 15.5</sup> for E-3 mixes.

#### **TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 /	65 /	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N <sub>ini</sub>	6	7	7	8	8	9	8
Gyrations for N <sub>des</sub>	40	60	75	100	100	125	65
Gyrations for N <sub>max</sub>	60	75	115	160	160	205	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 90.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	<= 89.0	<= 89.0	
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 - 78 <sup>[4]</sup>	65 - 75 <sup>[3] [4]</sup>	70 - 80			
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)							0.30

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

 $<sup>^{[3]}</sup>$  For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

<sup>[4]</sup> For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

<sup>&</sup>lt;sup>[5]</sup> For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

#### 460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the January 2014 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.3	+/- 1.0
VMA in percent <sup>[1]</sup>	- 0.5	- 0.2

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

#### 460.2.8.2.1.6 Job Mix Formula Adjustment

Replace the entire text with the following effective with the January 2014 letting:

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
  - Exceed specified JMF tolerance limits.
  - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

### 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.

<sup>(2)</sup> Warning bands are defined as the area between the JMF limits and the warning limits.

#### 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.

#### 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 1<sup>st</sup> Tier and DBE Payments During Construction
  - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  - 5. 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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## 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 CRAWFORD 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 regarding the proper trade or classification to be used for any worker on a public works project.

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

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

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

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

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	30.62	15.74	46.36
Electrician	31.61	19.51	51.12
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	13.48	41.48
Pavement Marking Operator	26.04	14.36	40.40
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	19.98	8.22	28.20
Teledata Technician or Installer	21.26	6.24	27.50
Tuckpointer, Caulker or Cleaner	15.30	7.77	23.07
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL	_Y 33.35	14.21	47.56
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	13.75	49.25
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	25.87	14.50	40.37

CRAWFORD COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
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. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas			
See DOT's website for details about the applicability of this night wo http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	rk premium at:		
Pavement Marking Vehicle	23.84	14.86	38.70
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	25.87	14.50	40.37
LABORERS			
General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2		13.90	41.97
Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or to operated), chain saw operator and demolition burning torch laborer;	Add \$.15/hr for bitu	minous worker (	raker
and luteman), formsetter (curb, sidewalk and pavement) and strike of powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and gra			yer.
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 closu	2) Add \$1.25/hr for	work on projects	ination
conditions is necessary as required by the project provisions (including			
such time period).	•		
Asbestos Abatement Worker	24.51	16.02	40.53
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 r	ate on Sunday Nev	y Vear's Day Me	morial
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas			
involving temporary traffic control setup, for lane and shoulder closu	res, when work und	er artificial illumi	ination
conditions is necessary as required by the project provisions (includi such time period).	ing prep time prior to	o and/or cleanup	after
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 6/1/2	014.		
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r			
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requ			
artificial illumination with traffic control and the work is completed aft			andor
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.00	0.00	12.00
Railroad Track Laborer	13.00	6.18	19.18
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/o 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 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 results.	er or 00 Lbs.,		55.12

CRAWFORD COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night worlhttp://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shi	Day. 2) Add \$1.50/ k premium at:		
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of 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 Pilot (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rad Day, Independence Day, Labor Day, Thanksgiving Day & Christmas E See DOT's website for details about the applicability of this night work.	er; t ate on Sunday, Ne 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 & Gutt 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; Grump; 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 o Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winder Frances	34.22 eed; Tub out ); Rig;	19.90	54.12
& A- Frames.  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 work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shi	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 Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); J Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power	al iing leep	19.90	53.86

CRAWFORD COUNTY Page 4

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	<b>\$</b>	\$
Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or WIthout Attachments); Telehandler; Tining or Curing Machine.  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 rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtr	e on Sunday, Ne ay. 2) Add \$1.50, premium at:		
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machin Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or We 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 rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtr	ne); ell e on Sunday, Ne ay. 2) Add \$1.50, premium at:		
Fiber Optic Cable Equipment.	14.00	0.00	14.00

#### **DECEMBER 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 2-28.5 to ensure compliance with this "Buy America" provision.

http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5

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 PAGE: 1 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A

LINE NO	I .	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION   	QUANTITY   AND UNITS	!	DOLLARS CT	
SECTIO	ON 0001 CONTRACT ITEMS				
0010	201.0105 CLEARING   	   1.000  STA	     		
0020	201.0205 GRUBBING   	   1.000  STA	 	   	
	203.0100 REMOVING SMALL  PIPE CULVERTS 	   1.000  EACH	   		
0040	203.0600.S REMOVING OLD STRUCTURE OVER WATERWAY WITH MINIMAL DEBRIS (STATION) 01. 118+75	  LUMP 	  LUMP 	     	
0050	204.0155 REMOVING  CONCRETE SIDEWALK	   120.000  SY	     	     	
	204.0165 REMOVING  GUARDRAIL 	   545.000  LF	     	     	
	205.0100 EXCAVATION  COMMON 	   5,890.000  CY			
	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01.	  LUMP 	  LUMP 		
0090	208.0100 BORROW   	   1,935.000  CY		     	

# Wisconsin Department of Transportation PAGE: 2 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

CONTRACT:

ONTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A

LINE	!	APPROX.	UNIT PRICE		
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	l	
	210.0100 BACKFILL  STRUCTURE 	   280.000  CY	     	     	
0110	213.0100 FINISHING  ROADWAY (PROJECT) 01.  5783-03-71	   1.000  EACH	     	   	
	305.0110 BASE AGGREGATE  DENSE 3/4-INCH 	   150.000  TON	     	     	
	305.0120 BASE AGGREGATE  DENSE 1 1/4-INCH 	   4,950.000  TON	     	   	
	305.0130 BASE AGGREGATE  DENSE 3-INCH	   660.000  TON	     	   	
	416.0610 DRILLED TIE  BARS 	   12.000  EACH	     	     	
	416.0620 DRILLED DOWEL  BARS 	   32.000  EACH	     	     	
	416.1720 CONCRETE  PAVEMENT REPLACEMENT 	32.000	     	     	
	455.0105 ASPHALTIC  MATERIAL PG58-28 	   66.000  TON		     	
0190	455.0605 TACK COAT 	   210.000  GAL	       .	   	
	460.1100 HMA PAVEMENT  TYPE E-0.3	   1,200.000  TON	   	     	

# Wisconsin Department of Transportation PAGE: 3 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A

LINE	ITEM   DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	! .	DOLLARS CTS	
0210	460.2000 INCENTIVE  DENSITY HMA PAVEMENT 	   770.000  DOL	1.00000	    770.(	
0220	465.0125 ASPHALTIC  SURFACE TEMPORARY 	   363.000  TON	     	   	
0230	502.0100 CONCRETE  MASONRY BRIDGES 	   185.000  CY	     	   	
0240	502.3200 PROTECTIVE  SURFACE TREATMENT 	200.000  SY		   	
0250	505.0405 BAR STEEL  REINFORCEMENT HS BRIDGES 		     	   	
0260	505.0605 BAR STEEL  REINFORCEMENT HS COATED  BRIDGES			   	
	513.4060 RAILING TUBULAR  TYPE M (STRUCTURE) 01.  B-12-0079	  LUMP 	  LUMP	   	
0280	516.0500 RUBBERIZED  MEMBRANE WATERPROOFING 	24.000  SY		   	
0290	520.4015 CULVERT PIPE  TEMPORARY 15-INCH 	   34.000  LF		     	
0300	520.4036 CULVERT PIPE  TEMPORARY 36-INCH 	   138.000  LF	       .	   	
0310	522.0124 CULVERT PIPE  REINFORCED CONCRETE  CLASS III 24-INCH	     118.000  LF	       .		

#### Wisconsin Department of Transportation PAGE:

PAGE: 4 DATE: 11/22/13

## SCHEDULE OF ITEMS

REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140114003

5783-03-71 N/A

CONTRACTOR : LINE NO DESCRIPTION | 522.1024 APRON ENDWALLS | 20 FOR CULVERT PIPE | REINFORCED CONCRETE | EACH 2.000 0320 FOR CULVERT PIPE REINFORCED CONCRETE |526.0100 TEMPORARY 0330 STRUCTURE (STATION) 01. LUMP LUMP |20+82 "BP" |550.1100 PILING STEEL HP | | 1,035.000| |LF | 0340|10-INCH X 42 LB 601.0557 CONCRETE CURB 602.0405 CONCRETE 0360|SIDEWALK 4-INCH SF |606.0200 RIPRAP MEDIUM | 4.000 CY |606.0300 RIPRAP HEAVY | | 50.000| |CY 0380 606.0400 RIPRAP 30.000 CY 0390 EXTRA-HEAVY | 611.8120.S COVER PLATES | 0400|TEMPORARY 2.000 EACH 0400 | TEMPORARY | | 2.000| |EACH | |611.9705 SALVAGED | 0410 MANHOLE COVERS | 612.0406 PIPE UNDERDRAIN | | 0420 | WRAPPED 6-INCH | 180.000 | | | | | | | |

# Wisconsin Department of Transportation PAGE: 5 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

ONTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A CONTRACT:

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	   DOLLARS   CTS	DOLLARS CTS
	614.1000 MGS GUARDRAIL  TEMPORARY	   264.000  LF	   	
0440	614.1100 MGS GUARDRAIL  TEMPORARY THRIE BEAM  TRANSITION	   156.000  LF	     	·
	614.1200 MGS GUARDRAIL  TEMPORARY TRANSITION EAT 	   4.000  EACH	     	
0460	614.2300 MGS GUARDRAIL 3   	   289.000  LF		
	614.2500 MGS THRIE BEAM  TRANSITION 	   156.000  LF		
	614.2610 MGS GUARDRAIL  TERMINAL EAT	   4.000  EACH		
0490	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01.	   1.000  EACH		
0500	619.1000 MOBILIZATION   	   1.000  EACH	   	   
0510	624.0100 WATER 	   5.000  MGAL	   	
0520	625.0500 SALVAGED  TOPSOIL	   18,400.000  SY	     	   
0530	627.0200 MULCHING   	19,700.000	     	

# Wisconsin Department of Transportation PAGE: 6 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A

LINE	ITEM   DESCRIPTION	A	PPROX.	UNIT PR	RICE	BID AM	OUNT
NO	DESCRIPTION			DOLLARS		DOLLARS	CTS
0540	628.1104 EROSION BALES   	    EACH	36.000   36.000		•	   	
0550	628.1504 SILT FENCE   	      LF	3,100.000    3,100.000		•	     	
	628.1520 SILT FENCE  MAINTENANCE 	      LF	3,100.000   3,100.000		•	   	
	628.1905 MOBILIZATIONS  EROSION CONTROL 	    EACH	4.000			   	
0580	628.1910 MOBILIZATIONS  EMERGENCY EROSION  CONTROL	    EACH	4.000			   	•
	628.2004 EROSION MAT  CLASS I TYPE B 	    SY	650.000  			   	
	628.2023 EROSION MAT  CLASS II TYPE B 	    SY	1,000.000			   	
	628.7504 TEMPORARY DITCH  CHECKS 	    LF	10.000			   	
	628.7555 CULVERT PIPE  CHECKS 	    EACH	3.000			   	
0630	629.0210 FERTILIZER TYPE  B 	    CWT	  17.000 		•	   	
	630.0120 SEEDING MIXTURE  NO. 20 	      LB	325.000	   		     	

Wisconsin Department of Transportation PAGE: 7 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

DNTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A CONTRACT:

LINE	ITEM   DESCRIPTION	A	PPROX.	UNIT PR		BID AM	
NO	DESCRIPTION			DOLLARS		DOLLARS	
	630.0200 SEEDING  TEMPORARY 	      LB	325.000   325.000				
0660	630.0300 SEEDING BORROW  PIT 	   68.000  LB				   	
0670	633.5100 MARKERS ROW   	      EACH	9.000   9.000			   	
0680	633.5200 MARKERS CULVERT  END 	    EACH	2.000    2.000			   	
	634.0614 POSTS WOOD  4X6-INCH X 14-FT 	    EACH	2.000			   	
	637.2230 SIGNS TYPE II  REFLECTIVE F 	    SF	20.500  			  - 	•
	638.2602 REMOVING SIGNS  TYPE II 	    EACH	11.000				
	638.3000 REMOVING SMALL  SIGN SUPPORTS 	    EACH	11.000				
	642.5001 FIELD OFFICE  TYPE B 	    EACH	1.000				
0740	643.0100 TRAFFIC CONTROL  (PROJECT) 01.  5783-03-71	      EACH	1.000			   	
	643.0300 TRAFFIC CONTROL  DRUMS 	1	4,200.000			     	

# Wisconsin Department of Transportation PAGE: 8 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

DNTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A CONTRACT:

LINE	!	APPROX.	UNIT PR	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	DOLLARS	
0760	643.0410 TRAFFIC CONTROL  BARRICADES TYPE II 	   120.000  DAY	   	   	
0770	643.0420 TRAFFIC CONTROL  BARRICADES TYPE III 	2,360.000 DAY	   	   	
0780	643.0705 TRAFFIC CONTROL  WARNING LIGHTS TYPE A 	   800.000  DAY	   	   	
	643.0715 TRAFFIC CONTROL  WARNING LIGHTS TYPE C 	2,600.000  DAY	   	   	
	643.0900 TRAFFIC CONTROL  SIGNS 	4,900.000 DAY	   	   	
0810	645.0120 GEOTEXTILE  FABRIC TYPE HR 	   125.000  SY	   	   	
0820	646.0106 PAVEMENT  MARKING EPOXY 4-INCH 		   	   	
0830	646.0126 PAVEMENT  MARKING EPOXY 8-INCH 	   100.000  LF	   	   	
0840	646.0600 REMOVING  PAVEMENT MARKINGS 		   	   	
	647.0556 PAVEMENT  MARKING STOP LINE EPOXY  12-INCH	   21.000  LF	   		
0860	649.0100 TEMPORARY  PAVEMENT MARKING 4-INCH 	2,900.000	     	   	

# Wisconsin Department of Transportation PAGE: 9 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A

LINE	!	!	PPROX.	UNIT PR		BID AM	OUNT
NO	DESCRIPTION	QUANTITY     AND UNITS		DOLLARS		DOLLARS	CTS
	649.0400 TEMPORARY  PAVEMENT MARKING  REMOVABLE TAPE 4-INCH	      LF	2,320.000	   		   	
0880	649.1400 TEMPORARY  PAVEMENT MARKING STOP  LINE REMOVABLE TAPE  24-INCH	72.000   LF				     	
0890	650.4500 CONSTRUCTION  STAKING SUBGRADE 	      LF	2,560.000	   		   	
0900	650.5000 CONSTRUCTION  STAKING BASE 	      LF	2,560.000	   		   	
0910	650.5500 CONSTRUCTION  STAKING CURB GUTTER AND  CURB & GUTTER	    LF	160.000	   		   	
0920	650.6000 CONSTRUCTION  STAKING PIPE CULVERTS 	    EACH	4.000			   	
0930	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 01.  B-12-0079	  LUMP 		  LUMP 		     	
0940	650.9910 CONSTRUCTION  STAKING SUPPLEMENTAL  CONTROL (PROJECT) 01.  5783-03-71	  LUMP 		  LUMP 		     	
0950	650.9920 CONSTRUCTION  STAKING SLOPE STAKES 	      LF	2,930.000	   		   	
0960	661.0100 TEMPORARY  TRAFFIC SIGNALS FOR  BRIDGES (STRUCTURE) 01.  B-12-0137	    LUMP 		  LUMP 		     	

# Wisconsin Department of Transportation PAGE: 10 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140114003 5783-03-71 N/A

20140114003 5783-03-71	N/A
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CONTRA	ACTOR :						<del></del>
LINE	TITEM DESCRIPTION	APPROX. QUANTITY AND UNITS		UNIT PRICE		BID AM	OUNT
NO	DESCRIPTION			DOLLARS	CTS	DOLLARS	CTS
0970	690.0150 SAWING ASPHALT 	5    LF	75.000	   	.		
0980	690.0250 SAWING CONCRETE	      LF	60.000	   	.		
0990	715.0502 INCENTIVE  STRENGTH CONCRETE  STRUCTURES	   1,1  DOL	10.000	 	  00000  	11	10.00
1000	SPV.0105 SPECIAL 01.  UNDERWATER DIVE  INSPECTION - RIPRAP  REPLACEMENT	  LUMP 		  LUMP 			
	   SECTION 0001 TOTAL			   			
	   TOTAL BID			   			

### PLEASE ATTACH SCHEDULE OF ITEMS HERE