# **HIGHWAY WORK PROPOSAL**

Proposal Number:

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

Notice of Award Dated

COUNTY STATE PROJECT ID FEDERAL PROJECT ID PROJECT DESCRIPTION HIGHWAY

La Crosse 1071-08-62 La Crosse - Sparta IH 90 STH 16 Interchange Area

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, \$ 75,000.00	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: March 11, 2014 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
August 1, 2014	NOT FOR BIDDING FOR OSES
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 notaring or submit this Highway Work Pronocal when	submitting an electronic hid on the Internet
Do not sign, notarize, or submit this Highway Work Proposal when	submitting an electronic bid on the internet.
Subscribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	
For Department U	Jse Only
Type of Work	

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

# **Table of Contents**

Article	Description	Page #
1.	General	2
2.	Scope of Work.	2
3.	Prosecution and Progress.	2
4.	Traffic.	4
5.	Holiday Work Restrictions.	
6.	Utilities	5
7.	Notice to Contractor, Coordination with Other Projects.	
8.	Incentive/Disincentive for Interim Completion of Work, Item 108.3100.S	6
	Concrete Pavement Replacement.	
10.	Removing Concrete Surface Partial Depth, Item 204.0109.S.	7
	Temporary Shoring, Item 206.6000.S	
	QMP Base Aggregate.	
13.	Traffic Control Cones, Item SPV.0045.01	17
14.	Longitudinal Joint Repair, Item SPV.0090.01.	18
	Concrete Curb and Gutter HES 30-Inch Type K, Item SPV.0090.02.	
16.	Joint and Crack Cleaning and Filling, Item SPV.0170.01.	20

#### SPECIAL PROVISIONS

## 1. General.

Perform the work under this construction contract for Project 1071-08-62, La Crosse - Sparta, STH 16 Interchange Area, IH 90, La Crosse 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 concrete joint repair and patching, mill and HMA overlay, pavement marking, sign bridges S-32-45, S-32-46, and S-32-47, and signing 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.

The department will not grant time extensions to the interim completion hours specified below for the following:

- 1. Severe weather as specified in standard spec 108.10.2.2.
- 2. Labor disputes that are not industry wide.
- 3. Delays in material deliveries.

Work requiring lane closures on STH 16 shall not begin until the temporary Changeable Message Boards have been installed, programmed, and operating for two weeks.

Construct the temporary right turn at the Farm and Fleet entrance prior to beginning work in the westbound lanes.

1071-08-62 2 of 21

The contractor shall arrange at least two pre-pour meetings to discuss concrete placement. Discuss the pavement removal schedule, concrete placement schedule, personnel roles and responsibilities, testing and quality control, and how test results will be communicated. Schedule the initial meeting prior to removing any concrete pavement or placing any concrete.

Longitudinal Joint Repair shall be performed in a manner that does not remove, disturb, or damage any Base Patching SHES or Concrete Pavement SHES. Base Patching SHES and or Concrete Pavement SHES shall be performed in a manner that does not remove, disturb, or damage any Longitudinal Joint Repair. Over-sawing into the finished Longitudinal Joint Repair shall not be allowed. Any blocking or plating necessary to traverse open patches shall be the responsibility of the contractor; no additional payment will be made.

Pavement sawing from Station 282+00 to Station 312+00 shall occur outside the hours of 6:00 AM to 9:00 AM in the westbound STH 16 lanes, and 3:00 PM to 7:00 PM in the eastbound STH 16 lanes.

All concrete removed from Station 282+00 to Station 307+00 shall be poured by the end of work operations the same day.

All work requiring lane closures and bi-directional traffic from Station 234+00 to Station 282+00 and Station 307+00 to Station 312+00 shall be performed at night defined under these provisions as follows:

Sunday: 7:00 PM to Monday 6:00 AM
Monday: 7:00 PM to Tuesday 6:00 AM
Tuesday: 7:00 PM to Wednesday 6:00 AM
Wednesday: 7:00 PM to Thursday 6:00 AM
Thursday: 7:00 PM to Friday 6:00 AM
Friday: 9:00 PM to Saturday 8:00 AM
Saturday: 9:00 PM to Sunday 8:00 AM

No restrictions of traffic shall occur at these locations outside of these hours.

Supplement standard spec 108.11 as follows:

If the contractor fails to have STH 16 open to two lanes of traffic each direction and the Interstate ramps open to traffic prior to the hours listed above, the department will assess the contractor \$1,000 in interim liquidated damages for each hour or portion thereof that the roadway remains closed beyond the time designated above. Each hour will be broken into ½-hour increments and charged for the period of time that the roadway remains closed beyond the time designated above. Interim liquidated damages assessed by the ½-hour will be administered under the bid item 801.0104 Failing to Open Road to Traffic.

1071-08-62 3 of 21

#### 4. Traffic.

Supplement the requirements of standard spec 643 as follows:

Provide the minimum advance notification to the engineer for following:

Lane closures (without width, height, or weight restriction)	3 business days
Extended closure hours or Ramp closures	7 calendar days
Local Street openings/closings	14 calendar days
Lane closures (with width, height, or weight restriction)	14 calendar days
Project Start	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Keep access open at all times to South Kinney Coulee Rd, Pralle Center Dr, Farm and Fleet Entrance, CTH OS, North Kinney Coulee, Commercial Entrance at Station 279+00, French Dr, Oak Rd, Landfill Rd, and Emerald Dr. No alterations to signal equipment or timing shall be made by contractor personnel. WisDOT electric staff can be reached at all hours at (608) 785-9080.

The contractor shall arrange at least two traffic control meetings to discuss the arrangements for handling traffic prior to beginning a new work operation that will change the existing traffic pattern. Discuss the operation including personnel roles and responsibilities to ensure all traffic control devices are in place and approved by the engineer.

Conduct construction and hauling operations in such a manner that minimizes the interference of the flow of vehicles on STH 16. This includes the following:

- A. Do not park or store any equipment, vehicles, or construction materials within the right-of-way of STH 16 traveled roadways.
- B. No vehicle or piece of equipment will be permitted to directly cross live traffic lanes.
- C. Equip all vehicles and machines used to transport materials or supplies to the work site which are operated on the traveled roadway, with hazard identification beam (flashing yellow signal) 5-1/2 inch minimum diameter. The beam shall be visible from 360 degrees and shall be in operation when the vehicle is within the roadway or shoulder area.
- D. Have available at all times, sufficient experienced personnel to promptly install, remove, and reinstall the required traffic control devices to route traffic in accordance to the plans, these special provisions, and as directed by the engineer.

1071-08-62 4 of 21

- E. Construction vehicles shall move with traffic. During bi-directional traffic, construction vehicles shall enter the roadway only at the signalized intersections and in the normal travel direction on the closed roadway.
- F. Immediately clean up all debris falling onto the roadway.

Do not disturb, remove, or obliterate any traffic control signs, advisory signs, shoulder delineators, or beam guard, in place along the traveled roadways without the approval of the engineer.

Reinstall or replace any signs damaged during construction operations at contractor expense.

Immediately clean up all debris falling onto the roadway.

# 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 16 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 to 6:00 AM Tuesday, July 8, 2014 for Independence Day.

107-005 (20050502)

## 6. Utilities.

This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)

The following utility companies have facilities within the project area; however, no adjustments are anticipated:

CenturyLink
Charter Communications
City of La Crosse
City of Onalaska
Dairyland Power Cooperative
Northern Natural Gas Company
Xcel Energy
Windstream KDL Inc

1071-08-62 5 of 21

# 7. Notice to Contractor, Coordination with Other Projects.

Construction for this contract is anticipated to be concurrent with ID 1071-06-80, USH 53/35 – Theatre Rd, IH 90, La Crosse County. This project will construct temporary cross-overs, and lane widening for future projects from MP to MP both westbound and eastbound.

Coordinate construction activities, traffic control sign placement, and traffic control operations with this project.

# 8. Incentive/Disincentive for Interim Completion of Work, Item 108.3100.S.

#### A General

This item shall consist of either an incentive payment or a disincentive pay reduction as specified below.

The contractor shall complete all contract work including the footings and concrete bases for S-32-45, S-32-46, and S-32-47 prior to 12:01 AM Friday, June 13, 2014, or within such extended time as may be allowed. Erection of the superstructures for S-32-45, S-32-46, and S-32-47 are excluded for purposes of determining the incentive/disincentive.

The completion time allowed for this contract is based on an expedited work schedule.

Under this Incentive/Disincentive plan, no time extensions will be granted for adverse weather conditions; for delays in material deliveries; or for labor disputes unless it can be shown that such disputes are industry wide.

Each day shall be defined as a 24 hour period beginning at 12:01 AM.

The maximum incentive payment, as shown on the Schedule of Items, is for department accounting purposes. The actual incentive payment the contractor may receive shall be in accordance to section B of this provision.

Incentive payments will not be considered as part of the money value of the work completed for computing time extensions.

#### **B** Incentive Payment

The contractor shall be entitled to an incentive payment for completion of all contract work including the footings and concrete bases for S-32-45, S-32-46, and S-32-47 prior to 12:01 AM Friday, June 13, 2014, or within such extended time as may be allowed. Erection of the superstructures for S-32-45, S-32-46, and S-32-47 are excluded for purposes of determining the incentive/disincentive.

The incentive payment shall be paid at the rate of \$10,000 per calendar day for each day or portion thereof, of completion prior to 12:01 AM, Friday, June 13, 2014. The maximum amount of incentive payment shall not exceed \$40,000.

1071-08-62 6 of 21

#### C Disincentive Pay Reduction

Should the contractor fail to complete all contract work including the footings and concrete bases for S-32-45, S-32-46, and S-32-47 prior to 12:01 AM, Friday, June 13, 2014 or within such extended time as may be allowed, the contractor shall be liable to the department for a pay reduction in the amount of \$10,000 per day or portion thereof, for each calendar day after 12:01 AM, Friday, June 13, 2014 that work remains incomplete. Erection of the superstructures for S-32-45, S-32-46, and S-32-47 are excluded for purposes of determining the incentive/disincentive.

If contract time expires before completing all work specified in the contract, additional liquidated damages according to standard spec 108.11 will be affixed in addition to the disincentive pay reduction.

#### **D** Measurement and Payment

Incentive/Disincentive for interim Completion of Work will be measured by the calendar day and will be paid for at the contract unit price per calendar day.

The unit price per day based on the incentive pay adjustment shall be compensation in full for completing the work as hereinbefore specified.

The unit price per day based on the disincentive pay reduction shall be assessed for failing to complete all the work as hereinbefore specified. 108-056 (20080501)

# 9. Concrete Pavement Replacement.

Standard spec 416.5.1(8) is revised to eliminate the upper threshold for pavement replacement. Individual repairs at least one lane wide and greater than 15 feet will be considered and paid for as Concrete Pavement Replacement.

# 10. Removing Concrete Surface Partial Depth, Item 204.0109.S.

#### A Description

This special provision describes removing a portion of the concrete surfaces as shown on the plans according to standard spec 204, and as hereinafter provided.

#### **B** (Vacant)

#### **C** Construction

#### **C.1** Equipment

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

1071-08-62 7 of 21

#### C.2 Methods

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

The removed pavement shall become the property of the contractor. Properly dispose of it according to standard spec 204.3.1.3.

#### **D** Measurement

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area removed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT 204.0109.S Removing Concrete Surface Partial Depth SF

Payment is in full compensation for removing the concrete; and for disposing of materials. 204-041 (20080902)

# 11. Temporary Shoring, Item 206.6000.S.

#### **A Description**

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

## **B** Materials

#### **B.1 Shoring Design**

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

#### **C** Construction

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

1071-08-62 8 of 21

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

#### **D** Measurement

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

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNIT206.6000.STemporary ShoringSF

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

The department will not pay for temporary shoring, installed for contractor convenience that is not required in the plans. 206-005 (20110615)

# 12. 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.

1071-08-62 9 of 21

- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  - 1. Production and placement control and inspection.
  - 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

## **A.2** Contractor Testing for Small Quantities

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

Plan Quantity	Minimum Required Testing
≤ 1500 tons	One test from production, load-out, or
	placement at the contractor's option <sup>[1]</sup>
$> 1500$ tons and $\leq 6000$ 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.

1071-08-62 10 of 21

#### **B** Materials

## **B.1 Quality Control Plan**

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

#### **B.2** Personnel

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

Required Certification Level:	Sampling or Testing Roles:
Aggregate Technician IPP	Aggregate Sampling <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.

1071-08-62 11 of 21

## **B.3** Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

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

## **B.4 Quality Control Documentation**

#### **B.4.1** General

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

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

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

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

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
  - 1. Contractor individual OC 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.

1071-08-62 12 of 21

- Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

#### **B.6 Test Methods**

#### **B.6.1** Gradation

(1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:

Gradation	AASHTO T 2	7
Material finer than the No. 200 sieve.	AASHTO T 1	1

- (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.

1071-08-62 13 of 21

- 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
- 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

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

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

# **B.6.3** Liquid Limit and Plasticity

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

#### **B.7** Corrective Action

#### B.7.1 General

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

## **B.7.2 Placement Corrective Action**

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  - 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  - 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.

1071-08-62 14 of 21

- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
  - 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
  - 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
  - 3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

#### **B.8.1** General

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

# **B.8.2 Verification Testing**

#### B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  - 1. One non-random test on the first day of placement.
  - 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.

1071-08-62 15 of 21

- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

## **B.8.3** Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  - 1. Split sample testing.
  - 2. Proficiency sample testing.
  - 3. Witnessing sampling and testing.
  - 4. Test equipment calibration checks.
  - 5. Reviewing required worksheets and control charts.
  - 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

#### **B.9** Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material

1071-08-62 16 of 21

or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

#### C (Vacant)

## D (Vacant)

## **E** Payment

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2. 301-010 (20100709)

# 13. Traffic Control Cones, Item SPV.0045.01.

## **A** Description

Provide, erect, maintain, move and remove, traffic control cones at the locations shown on the plans and as directed by the engineer, and in accordance to standard spec 643.

#### **B** Materials

Provide nonmetallic reflectorized traffic control cones fabricated to a 42-inch height and able to accept type C or type A warning lights. All cones must conform to the crashworthiness criteria of NCHRP Report 350, test level 3. If the engineer requests, furnish a letter from the manufacturer or distributor certifying that the cones conform to those crashworthiness criteria.

Provide reflective sheeting on all cones. The reflective sheeting material must conform to all the following:

- 1. Designed specifically for use on reboundable traffic control devices.
- 2. Conform to standard spec 637.2.2.2 for type H reflective sheeting.
- 3. Received a good or better rating in 1-year NTPEP tests for shrinkage, cracking, blistering, colorfastness, reflectivity, adhesion, flexibility, and impact resistance.

Weight each cone with sand bags, or other engineer-approved material, to keep the drum in its intended location. Do not fasten together, or alter otherwise, 2-piece cones to perform in a way the manufacturer did not intend.

#### C (Vacant)

1071-08-62 17 of 21

#### **D** Measurement

The department will measure Traffic Control Cones by the day, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0045.01Traffic Control ConesDay

Payment is full compensation for providing, erecting, maintaining, moving and removing, traffic control cones.

# 14. Longitudinal Joint Repair, Item SPV.0090.01.

## **A Description**

This special provision describes the removal of any loose or spalled concrete and asphaltic patching material within the longitudinal concrete joint, cleaning the longitudinal concrete joints and cracks, and filling with special high early strength concrete as shown on the plans, and as hereinafter provided.

#### **B** Materials

Furnish concrete conforming to the requirements specified for air-entrained high early strength concrete, grade B, B-FA, B-S, B-IS, or B-IP, under standard spec 501, except that under the Base Patching Concrete SHES bid item, conform to standard spec 416.2.5.1. Note the cement requirements described in standard spec 501.3.1.1.2. Provide QMP for class II ancillary concrete as specified in standard spec 716.

#### **C** Construction

Use a concrete cutting wheel that is capable of removing any loose or spalled concrete and asphaltic patching, at least 6" and up to 8" in width, in one or two passes of the machine.

Remove all loose or unstable material in a manner that precludes damage to the remaining pavement. Water-blasting will not be allowed. Sweep existing surfaces to remove dust, dirt, or other objectionable material from all affected areas.

Any damage to the in-place concrete pavement by the contractor's operations shall be repaired prior to final acceptance as directed by the engineer and at no expense to the department.

Prevent the discharge of any loosened material into adjacent properties, work areas, inlets, or live traffic lanes using shrouds, barriers, or other engineer-approved methods.

Minimize dust dispersion during all operations associated with this bid item. Application of water or other dust control material requires the approval of the engineer.

1071-08-62 18 of 21

Store removed material on the roadway only in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

The removed material shall become the property of the contractor and be disposed of in accordance to standard spec 203.3.4.

Clean the joint with compressed air immediately prior to patching. Ensure the joint bottom and sides are clean and dry. Deposit concrete to require as little rehandling as possible, place and consolidate by hand, and strike off and finish flush with adjoining surfaces.

Cure exposed patches as specified for concrete pavement in standard spec 415.3.12 except the contractor may use PAM or linseed oil based curing compound conforming to standard spec 415.2.4 or may use wax based curing compound conforming to standard spec 501.2.9. Do not apply excess curing compound that could cause slippery pavement under traffic.

#### **D** Measurement

The department will measure Longitudinal Joint Repair by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.01Longitudinal Joint RepairLF

Payment is full compensation for removing and disposing of all loose or spalled concrete and asphaltic patching material; for cleaning joints and cracks; for furnishing and placing special high-early strength concrete used in patching.

# 15. Concrete Curb and Gutter HES 30-Inch Type K, Item SPV.0090.02.

#### A Description

This special provision describes constructing concrete curb and gutter in accordance to the requirements of standard spec 601, at locations approved by the engineer, and as hereinafter provided.

# **B** Materials

Provide concrete that conforms to the requirements for high early strength concrete in accordance to standard spec 501.

#### **C** Construction

Perform this work at locations directed by the engineer in accordance to the requirements of standard spec 415 for concrete pavement high early strength. Use 9-bag HES cement rather than 7-bag HES.

Modify standard spec 601.3.4 (5) to require that contraction joints be sawed.

1071-08-62 19 of 21

Saw the joints to a minimum depth of one-third (D/3) of the depth of the curb and gutter at the flag line.

#### **D** Measurement

The department will measure Concrete Curb and Gutter HES (Size and Type) in length by the linear feet, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.02 Concrete Curb and Gutter HES 30-Inch Type K

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and alley entrances or curb ramps; providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; placing, finishing, protecting, and curing; sawing joints; disposing of surplus excavation material, restoring the work site.

The department will adjust pay for crack repairs on concrete built under standard spec 601 as specified in standard spec 416.5.2 for ancillary concrete.

# 16. Joint and Crack Cleaning and Filling, Item SPV.0170.01.

## **A Description**

This special provision describes cleaning and filling joints or cracks in the existing concrete surface as shown on the plans and/or directed by the engineer in accordance to the standard specifications and as hereinafter provided.

#### **B** Materials

## **B.1** Asphaltic Surface

Furnish asphaltic surface meeting the mixture requirements of standard spec 455.

#### **B.2 Tack Coat**

Provide a tack coat meeting requirements of standard spec 455.

#### C Construction

Remove loose or spalled materials to a minimum depth of 2 inches or to the satisfaction of the engineer and clean the surfaces thoroughly to remove loose particles and dust. Dispose of all removed material in accordance to standard spec 203.3.4.

Fill the joints and cracks with asphaltic surface and compact according to standard spec 465 3 1

1071-08-62 20 of 21

## **D** Measurement

The department will measure Joint and Crack Cleaning and Filling by determining the length of the joints and cracks cleaned and filled by the linear foot, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0170.01Joint and Crack Cleaning and FillingSTA

Payment is full compensation for preparing and cleaning joints; removing and disposing of debris; and for furnishing and placing the tack coat and asphaltic surface.

1071-08-62 21 of 21

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. <sup>[2]</sup>	\$1 million-combined single limits per occurrence.

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

<sup>&</sup>lt;sup>[2]</sup> 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>[1] 14.5</sup> 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>&</sup>lt;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%.

 $<sup>^{[5]}</sup>$  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 2014 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

Page 1 of 1

# WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

# SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

# II. PAYROLL REQUIREMENTS

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

### III. POSTINGS AT THE SITE OF THE WORK

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

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

# IV. WAGE RATE REDISTRIBUTION

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

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

# V. ADDITIONAL CLASSIFICATIONS

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

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

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

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

# ANNUAL PREVAILING WAGE RATE DETERMINATION FOR ALL STATE HIGHWAY PROJECTS LA CROSSE 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	31.37	16.85	48.22
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requir artificial illumination with traffic control and the work is completed after	te on Sunday, New Pay. 2) Add \$1.40/ es that work be pe	w Year's Day, Me or when the Wisc erformed at night	morial consin
Electrician	29.13	17.97	47.10
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate or Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor 	ial Day,
Fence Erector	28.00	4.50	32.50
Ironworker	34.15	21.20	55.35
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate or Independence Day, Labor Day, Thanksgiving Day and Christmas Day		ar's Day, Memor 	ial Day,
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	28.00	13.48	41.48
Pavement Marking Operator	26.04	12.53	38.57
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	19.98	10.27	30.25
Teledata Technician or Installer	18.50	6.30	24.80
Tuckpointer, Caulker or Cleaner	15.30	3.04	18.34
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

LA CROSSE COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
TRUCK DRIVERS			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.99	14.70	38.69
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	27.77 rate on Sunday, Nev	19.90 w Year's Day, Me	47.67 morial
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: ntm.		
Pavement Marking Vehicle	23.84	14.79	38.63
Shadow or Pilot Vehicle		18.90	52.12
Truck Mechanic	23.99	14.70	38.69
LABORERS			
General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2	28.07 014.	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; and luteman), formsetter (curb, sidewalk and pavement) and strike opowderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grad DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, involving temporary traffic control setup, for lane and shoulder closu conditions is necessary as required by the project provisions (including such time period).	Add \$.15/hr for bitu off man; Add \$.20/hi ade specialist; Add \$ , New Year's Day, M 2) Add \$1.25/hr for res, when work und	minous worker ( r for blaster and 5.45/hr for pipela lemorial Day, work on projects ler artificial illumi	yer. S nation
Asbestos Abatement Worker	27.56	13.35	40.91
Landscaper 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 Day, Independence Day, Labor Day, Thanksgiving Day & Christmas involving temporary traffic control setup, for lane and shoulder closu conditions is necessary as required by the project provisions (includi such time period).	Day. 2) Add \$1.25/lres, when work und	hr for work on pro ler artificial illumi	ojects nation
Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2 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	ate on Sunday, Nev Day. 2) Add \$1.25/l ires that work be pe er sunset and before	nr when the Wisc erformed at night re sunrise.	consin under
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.00	0.00	12.00
Railroad Track Laborer	12.50	0.00	12.50

LA CROSSE COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL \$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Li 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 rad Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, See DOT's website for details about the applicability of this night work	or 0 bs., te on Sunday, Nev 0ay. 2) Add \$1.50/l c premium at:		
http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sht 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., & Unde 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 rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sht	or 34.72 r or r; te on Sunday, Nev vay. 2) Add \$1.50/l		
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screatutomatic 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; Grc Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor) Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid R Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winde & A- Frames.  Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22 ed;  Tub but ; kig;	19.90	54.12

LA CROSSE COUNTY Page 4

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	<b>\$</b>	<b>\$</b>
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night wor <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.sh">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.sh</a>	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); Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shoulderin Machine; Skid Steer Loader (With or Without Attachments); Telehandler Tining or Curing Machine.  Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic raday, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night wor http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	al hing Jeep the  g ste on Sunday, New Day. 2) Add \$1.50/ k premium at:		
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackin System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surg Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or W Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night wor http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	e ine); Vell ate on Sunday, Ne Day. 2) Add \$1.50/ k 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: 01/16/14

REVISED: SCHEDULE OF ITEMS

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140311003 1071-08-62 N/A

LINE	I	!	: : : : : : : : : : : : : : : : : : :		!	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS   CTS		
SECTI(	ON 0001 CONTRACT ITEMS					
0010	108.3100.S  INCENTIVE/DISINCENTIVE  FOR INTERIM COMPLETION  OF WORK	4.000  CD	10000.00000	40000.00		
	204.0105 REMOVING  PAVEMENT BUTT JOINTS 	   540.000  SY	     	     		
0030	204.0109.S REMOVING CONCRETE SURFACE PARTIAL DEPTH	208,635.00	 0 1 .	     		
	204.0150 REMOVING CURB &  GUTTER	   863.00	0   .	       .		
	204.0155 REMOVING  CONCRETE SIDEWALK 	   130.000  SY	 0     .	       .		
	204.0195 REMOVING  CONCRETE BASES 	   2.00	       	       .		
	205.0100 EXCAVATION  COMMON	   271.00	 0     .	       .		
	206.6000.S TEMPORARY  SHORING	   360.00	 0     .	       .		
0090	213.0100 FINISHING  ROADWAY (PROJECT) 01.  1071-08-62	   1.00	       .	     		
0100	305.0120 BASE AGGREGATE  DENSE 1 1/4-INCH	544.00	     	   		

# Wisconsin Department of Transportation PAGE: 2 DATE: 01/16/14

#### SCHEDULE OF ITEMS REVISED:

CONTRACT:

DNTRACT: PROJECT(S): FEDERAL ID(S): 20140311003 1071-08-62 N/A

LINE	TTEM DESCRIPTION	APPROX.		UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	-	D UNITS	DOLLARS		l	
	390.0403 BASE PATCHING CONCRETE SHES	    SY	4,340.000			   	
	416.0610 DRILLED TIE  BARS 	    EACH	1,140.000			   	
	416.0620 DRILLED DOWEL  BARS 	    EACH	580.000			   	
	416.1710 CONCRETE  PAVEMENT REPAIR 	    SY	100.000			   	
	416.1720 CONCRETE  PAVEMENT REPLACEMENT 	    SY	2,200.000			   	
0160	416.1725 CONCRETE  PAVEMENT REPLACEMENT  SHES	    SY	830.000			   	
	455.0115 ASPHALTIC  MATERIAL PG64-22 	      TON	135.000			   	
0180	455.0605 TACK COAT 	      GAL	1,158.000			   	
	460.1130 HMA PAVEMENT  TYPE E-30 	    TON	2,454.000			   	
	460.2000 INCENTIVE  DENSITY HMA PAVEMENT 	    DOL	1,658.000		1.00000	     16	558.00
0210	601.0413 CONCRETE CURB &  GUTTER 6-INCH SLOPED  30-INCH TYPE G	        LF	298.000			   	

### Wisconsin Department of Transportation PAGE:

PAGE: 3 DATE: 01/16/14

# SCHEDULE OF ITEMS

N/A

REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 1071-08-62 20140311003

CONTRACTOR : LINE NO DESCRIPTION | | 1,200.000| |SF 602.0405 CONCRETE 0220 SIDEWALK 4-INCH 611.0627 INLET COVERS 1.000 | EACH 0230 TYPE HM 611.8110 ADJUSTING | | 8.000| |EACH 0240 MANHOLE COVERS | 611.8115 ADJUSTING INLET | 0250 COVERS | 7.000 |EACH | 0250 COVERS |618.0100 MAINTENANCE AND | 0260|REPAIR OF HAUL ROADS | 1.000 (PROJECT) 01. EACH 1071-08-62 619.1000 MOBILIZATION 1.000 EACH |625.0500 SALVAGED | 69.000| 0280 TOPSOIL |628.7015 INLET | 0290|PROTECTION TYPE C 92.000 EACH 0290 PROTECTION TYPE C |630.0200 SEEDING 3.000 |LB 0300 | TEMPORARY 0310|4X6-INCH X 12-FT

# Wisconsin Department of Transportation PAGE: 4 DATE: 01/16/14

# SCHEDULE OF ITEMS

REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140311003 1071-08-62 N/A

LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE		BID AMOUNT	
NO		AND UNITS	DOLLARS			CTS
	634.0616 POSTS WOOD  4X6-INCH X 16-FT 	   46.000  EACH	   		   	
	634.0618 POSTS WOOD  4X6-INCH X 18-FT 	   13.000  EACH	   		   	
	634.0620 POSTS WOOD  4X6-INCH X 20-FT 	   5.000  EACH	   		   	
	634.0816 POSTS TUBULAR  STEEL 2X2-INCH X 16-FT 	   2.000  EACH	   		   	
	636.0100 SIGN SUPPORTS  CONCRETE MASONRY 	   25.000  CY	   		   	
	636.1000 SIGN SUPPORTS  STEEL REINFORCEMENT HS 	   3,075.000  LB	   		   	
	637.1220 SIGNS TYPE I  REFLECTIVE SH 	   321.000  SF	   		   	
	637.2210 SIGNS TYPE II  REFLECTIVE H 	   1,616.130  SF	     		   	
	637.2215 SIGNS TYPE II  REFLECTIVE H FOLDING 	   141.740  SF	   		   	
	637.2230 SIGNS TYPE II  REFLECTIVE F 	   69.750  SF	   		     	
	638.2602 REMOVING SIGNS  TYPE II 	   183.000  EACH	     		     	

# Wisconsin Department of Transportation PAGE: 5 DATE: 01/16/14

# SCHEDULE OF ITEMS

REVISED:

DNTRACT: PROJECT(S): FEDERAL ID(S): 20140311003 1071-08-62 N/A CONTRACT:

LINE	!	APPROX. QUANTITY AND UNITS		UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION			DOLLARS	CTS	DOLLARS	CTS
	638.3000 REMOVING SMALL  SIGN SUPPORTS	      EACH	75.000	   		   	
0450	641.1200 SIGN BRIDGE  CANTILEVERED (STRUCTURE)  01. S-32-45	  LUMP 		  LUMP 		   	•
0460	641.1200 SIGN BRIDGE  CANTILEVERED (STRUCTURE)  02. S-32-46	  LUMP 		  LUMP 		 	•
0470	641.8100 OVERHEAD SIGN  SUPPORT (STRUCTURE) 01.  S-32-47	  LUMP 		  LUMP 		 	·
	642.5001 FIELD OFFICE  TYPE B 	    EACH	1.000	   			
0490	643.0200 TRAFFIC CONTROL  SURVEILLANCE AND  MAINTENANCE (PROJECT) 01.  1071-08-62		70.000	     		     	
	643.0300 TRAFFIC CONTROL  DRUMS	      DAY	11,960.000	   		   	
	643.0420 TRAFFIC CONTROL  BARRICADES TYPE III 	    DAY	1,140.000	   			•
	643.0705 TRAFFIC CONTROL  WARNING LIGHTS TYPE A 	!	2,280.000	   			•
	643.0715 TRAFFIC CONTROL  WARNING LIGHTS TYPE C	    DAY	2,660.000	   	•	<b></b>   	
0540	643.0800 TRAFFIC CONTROL  ARROW BOARDS	      DAY	140.000	     		     	

# Wisconsin Department of Transportation PAGE: 6 DATE: 01/16/14

REVISED:

# SCHEDULE OF ITEMS

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140311003 1071-08-62 N/A

LINE NO	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE		BID AMOUNT	
NO		QUANTITY AND UNITS	!		DOLLARS	CTS
0550	643.0900 TRAFFIC CONTROL  SIGNS 	   2,290.000  DAY	   			
0560	643.1050 TRAFFIC CONTROL  SIGNS PCMS 	   160.000  DAY	     		   	
0570	646.0106 PAVEMENT  MARKING EPOXY 4-INCH 	   17,139.000  LF	       .		   	
0580	646.0126 PAVEMENT  MARKING EPOXY 8-INCH 	   4,304.000  LF	     		   	
0590	646.0406 PAVEMENT  MARKING SAME DAY EPOXY  4-INCH	   15,135.000  LF	       .		   	
	647.0166 PAVEMENT  MARKING ARROWS EPOXY  TYPE 2	   44.000  EACH	     .			
0610	647.0356 PAVEMENT  MARKING WORDS EPOXY 	   35.000  EACH	     .			
	647.0566 PAVEMENT  MARKING STOP LINE EPOXY  18-INCH		     		   	
	647.0606 PAVEMENT  MARKING ISLAND NOSE  EPOXY	   20.000  EACH	   			
	647.0776 PAVEMENT  MARKING CROSSWALK EPOXY  12-INCH	   217.000  LF	     		   	
0650	649.0100 TEMPORARY  PAVEMENT MARKING 4-INCH 	   608.000  LF	     		     	

# Wisconsin Department of Transportation PAGE: 7 DATE: 01/16/14

# SCHEDULE OF ITEMS

REVISED:

ONTRACT: PROJECT(S): FEDERAL ID(S): 20140311003 1071-08-62 N/A CONTRACT:

LINE NO	ITEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
İ		AND UNITS	DOLLARS   CTS	DOLLARS CT
	650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE	   15,600.000  LF	   	
0670	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 1071-08-62	  LUMP 	  LUMP 	   
	652.0800 CONDUIT LOOP DETECTOR	   312.000  LF	     	       .
	655.0800 LOOP DETECTOR WIRE	   1,076.000  LF	     	       .
0700	690.0250 SAWING CONCRETE	   25,050.000  LF	     	       .
	SPV.0045 SPECIAL 01. TRAFFIC CONTROL CONES		     	   
0720	SPV.0090 SPECIAL 01. LONGITUDINAL JOINT REPAIR	     1,380.000  LF	     	       .
0730	SPV.0090 SPECIAL 02. CONCRETE CURB & GUTTER HES 30-INCH TYPE K		     	   
0740	SPV.0170 SPECIAL 01. JOINT AND CRACK CLEANING AND FILLING	   74.000  STA	     	   
	SECTION 0001 TOTAL		   	·
	TOTAL BID			

# PLEASE ATTACH SCHEDULE OF ITEMS HERE