HIGHWAY WORK PROPOSAL

Proposal Number:

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

STATE PROJECT ID FEDERAL PROJECT ID **PROJECT DESCRIPTION** COUNTY **HIGHWAY**

3070-00-74 IH 39 - Columbus Dane N/A

Fadness Road to London Road Wetland Mitigation

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required, \$ 20,000.00	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: August 12, 2014 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
November 30, 2014	NOT FOR BIDDING FOR OCCO
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 or free competitive bloding	in connection with this proposal bid.
Do not sign, notarize, or submit this Highway Work Proposal who	en 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	nt Use Only

Wetland and upland mitigation erosion control, grading, drain tile disablement, clearing, grubbing, seedbed preparation, seeding, and

mulching. Notice of Award Dated Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2007 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 - 1. Electronic bid on the internet.
 - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at http://www.bidx.com/ after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

Info Tech Inc. 5700 SW 34th Street, Suite 1235 Gainesville, FL 32608-5371

email: mailto:customer.support@bidx.com

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

- Ownload the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. Use Expedite http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. Use Expedite https://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. Is a supplied of items in the supplie
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

March 2010

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value	
			_
			_

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 3070-00-74, IH 39 – Columbus, Fadness Road to London Road, Wetland Mitigation located in Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 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 wetland and upland mitigation at a 35.1 acre site and includes installation of erosion control, grading, drain tile disablement, clearing, grubbing, seedbed preparation, seeding, mulching, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

3. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date. WisDOT has a lease to crop the land until October 1, 2014; no activities that damage the crops or limit access to the site shall be performed prior to October 2, 2014.

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

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Proceed according to the following suggested schedule of operations:

- 1. Install temporary site access points.
- 2. Install erosion control.
- 3. Complete work within the grading areas (suggested sequence: construct ditch extension and fill ditch as shown on plan).
- 4. Disable drain tile (suggested sequence: complete drain tile exploration to expose drain tile lines, disable all other drain tile lines located during disablement).
- 5. Complete seeding and planting activities (October 1, 2014-November 30, 2014).
- 6. Restore any disturbed areas (outside seeding areas shown on the plan).

4. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

There are known utility facilities located adjacent to the project limits. No conflicts with utilities are anticipated. Coordinate construction activities with a call to Diggers Hotline per statutes. Use caution to ensure the integrity of underground facilities and overhead lines. Bidders are advised to contact each utility listed in the plans prior to preparing their bids. The following is a list of the utilities with known facilities in the project area:

Alliant Energies (WP&L) has overhead electric facilities located within the right-of-way along STH 73. These facilities will not have any conflicts with the proposed work.

Frontier Communications of Wisconsin has facilities located within the right-of-way along STH 73. These facilities will not have any conflicts with the proposed work.

Windstream has facilities located within the right-of-way along STH 73. These facilities will not have any conflicts with the proposed work.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Jennifer Grimes at (608) 884-1147.

107-054 (20080901)

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6. Environmental Protection.

Supplement standard spec 107.18 as follows:

All equipment to be used on the site must be relatively free of material that may contain weed seed, such as purple loosestrife or other non-native and/or invasive species, upon entering or exiting the site. Make equipment available for inspection by the engineer prior to operating within the mitigation site limits.

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the Pre-Construction Conference.

Do not store or operate equipment, stockpile materials, or excavate materials outside of the work zone limits as shown on the plan, unless approved by the engineer.

Broom or brush any mud, dirt or debris deposited on STH 73 or other roads, as a result of entering and leaving the construction site, daily, or as directed and approved by the engineer.

When engaged in roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have a suitable self-contained particulate collector to prevent discharge from the collection bin into the atmosphere.

The specific route from the access on STH 73 to the work zone will be determined in the field by the engineer. The route contains wetlands that need to be protected from rutting during ingress and egress from the work zone. Timber mats or similar device(s) may be required to access the work area depending on site conditions and type of equipment utilized for project.

7. Coordination with Other Agencies.

The United States Department of Agriculture-Natural Resource Conservation Service (NRCS) will be conducting regular site visits throughout the duration of the project. Site visits will be coordinated by the engineer and the contractor's site supervisor.

8. Common Excavation, Item 205.0100.

Perform this work in accordance to the standard spec 205, except as hereinafter modified.

All organic fill shall be obtained from required excavations and designated borrow areas. The selection, blending, routing, and disposition of materials shall be subject to approval by the engineer. Rubbish and trash is not an acceptable fill material and shall be disposed of in a legal manner.

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Organic fill shall contain: 1) minimal sod, brush, roots or frozen material or 2) no stumps or woody vegetation greater than 3" in diameter as approved by the engineer. Stones larger than 9 inches in diameter shall be removed from the materials prior to placement of the fill.

Foundation areas shall be cleared of trees greater than 3 inches in diameter. Foundations shall be stripped to remove vegetation to the depth shown on the drawings or as approved by the engineer. The materials removed from the foundation shall be disposed of as required by the drawing, or as approved by the engineer. The brush material does not need to be removed if it meets the fill material criteria above.

Borrow areas shall be cleared of trees greater than 3 inches in diameter, stumps, and stones having a maximum dimension greater than 9 inches. The borrow area shall be stripped to remove vegetation to the depth shown on the drawings or as approval by engineer. The materials removed from the borrow area shall be disposed of as required by the drawings. The brush and roots do not need to be removed if it meets the fill material criteria above.

Work shall be performed immediately prior to use of the borrow material to reduce the time the area is exposed to erosion.

Upon completion of the excavation, all borrow areas shall be left to contain microtopography features (topography less than 4 inches in height or depth) or as directed by the engineer. All borrow areas shall be graded to blend with existing topography or as shown on the drawings.

Organic fill shall not be placed until the required excavation and preparation of the underlying foundation is completed, inspected, and approved by the engineer. No organic fill shall be placed upon a frozen surface nor shall snow, ice, or frozen material be incorporated in the organic fill. Organic fill shall be placed to fill the ditch as shown on the plan unless otherwise approved by the engineer. The final grade of the ditch fill shall blend in with the existing topography.

Organic fill shall have a moisture content sufficient to ensure the required placement and compaction. When kneaded in the hand, the soil will retain a shape which does not readily separate and will not extrude out of the hand when squeezed tightly. The adequacy of the moisture content will be determined by the engineer.

Organic fill or the top surface of the preceding layer of compacted organic fill that becomes too dry to permit suitable bond shall either be removed or scarified and wetted by sprinkling to an acceptable moisture content prior to placement of the next layer of organic fill.

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Organic fill or the top surface of the preceding layer of organic fill that becomes too wet shall either be removed or allowed to dry to an acceptable moisture content before compaction or placement of additional layers of organic fill. Compaction will be accomplished by pushing and shaping the organic fill unless additional compaction is specified by the construction plans. The engineer shall determine if adequate compaction is being achieved.

Surface Drain Filling, where open channels and shallow surface drains provide surface and subsurface drainage, the channel or surface drain will be either totally filled with earth, or filled with a single ditch plug to the full depth of the ditch for a distance of 150 LF. The end slopes on ditch plug will be 3:1 or flatter on the down-stream side and 5:1 or flatter on the wetland side. All fill will be compacted as needed to achieve the desired densities. To account for settlement, the earth fill height will be increased by at least at least 33% to account for settlement.

9. Mulching, Item 627.0200.

Perform this work in accordance to the standard spec 627, except as hereinafter modified.

Provide state certified "weed-free" mulching material for areas requiring mulch. Provide engineer mulch certification prior to delivery to the site.

Place mulch the same day of seeding following Method C of the Standard Specifications. Where required, uniformly spread mulch over the seeded zones as indicated on the plan to a loose depth of ½ to 1 inch by blowing from a machine, by hand, or as directed by the engineer.

10. Seed Bed Preparation, Item SPV.0005.01.

A Description

This special provision describes preparing the seed bed for planting rootstock or seeding in the wet meadow and tall grass prairie seeding zones; and within the shrub and herbaceous rootstock planting zones as shown on the plan and as hereinafter provided.

B (Vacant)

C Construction

Provide the engineer with 5 working days' notice prior to any discing. Mow existing vegetation to within 6 inches of the ground surface. Work the upper 6 inches of topsoil at locations specified in the plan until the size of existing vegetation, stalks, leaves and other biomass does not exceed an average of 6 inches in size, or as directed by the engineer. Disc no more than 7 days prior to the time of seeding or as directed by the engineer. If planting does not occur within 7 days following discing, repeat specified discing (at the cost of the contractor) to ensure a proper seeding surface. Once discing has been performed, prohibit driving over the disced area with equipment or vehicles prior to seeding activities.

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D Measurement

The department will measure Seed Bed Preparation by the acre, acceptably completed in accordance to standard spec 109.1.1.2.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0005.01Seed Bed PreparationACRE

Payment is full compensation for providing the equipment, and for discing the seed bed.

11. Seeding, Item SPV.0005.02.

A Description

This special provision describes storing, mixing, sowing and raking the seed mix provided under Seed Mix in the wet meadow, tall grass prairie, berm and ditch seeding zones as shown on the plans or as directed by the engineer. Perform seeding in accordance to the requirements hereinafter provided.

B Materials

Utilize native seed and cover crop provided in accordance to Seed Mix, Item SPV.0085.01.

C Construction

Mix the seed at the project site according to the seeding schedules specified under the item of Seed Mix, or as directed by the engineer. Sow seed after October 15 and prior to November 30. Do not seed in flooded areas or when conditions are otherwise unsatisfactory for seeding. Provide the engineer five working days' notice prior to any seeding activities.

Mix and sow seed on the same day. Sow cover crop and native seed together. Seed using Method A, standard spec 630 and the following additional techniques.

C.1 Wet Meadow Seeding Zones (22.6 Acres)

Sow native seed at a rate of 12.0 pounds per acre. Sow cover crop at a rate of 20.0 pounds per acre. Mix seed with moist sand or sawdust on site prior to seeding. Provide water on site to moisten the sand or sawdust using a ratio of one part moist sand or moist sawdust to one part native seed mix by volume. After seeding, lightly rake the area to cover the seed with approximately 1/2-inch of soil.

C.2 Tall Grass Prairie Seeding Zone (3.7 Acres)

Sow native seed at a rate of 12.0 pounds per acre. Sow cover crop at a rate of 20.0 pounds per acre. Mix seed with moist sand or sawdust on site prior to seeding. Provide water on site to moisten the sand or sawdust using a ratio of one part moist sand or moist sawdust to one part native seed mix by volume. After seeding, lightly rake the area to cover the seed with approximately 1/2-inch of soil.

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C.3 Berm Seeding Zones (0.6 Acres)

Sow native seed at a rate of 20.0 pounds per acre. Sow cover crop at a rate of 20.0 pounds per acre. Mix seed with moist sand or sawdust on site prior to seeding. Provide water on site to moisten the sand or sawdust using a ratio of one part moist sand or moist sawdust to one part native seed mix by volume. After seeding, lightly rake the area to cover the seed with approximately 1/2-inch of soil.

C.4 Ditch Seeding Zones (1.0 Acres)

Sow native seed at a rate of 20.0 pounds per acre. Sow cover crop at a rate of 20.0 pounds per acre. Mix seed with moist sand or sawdust on site prior to seeding. Provide water on site to moisten the sand or sawdust using a ratio of one part moist sand or moist sawdust to one part native seed mix by volume. After seeding, lightly rake the area to cover the seed with approximately 1/2-inch of soil.

D Measurement

The department will measure Seeding by the acre acceptably completed in accordance to standard spec 109.1.1.2.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0005.02SeedingACRE

Payment is full compensation for handling, on-site storage of seed, weighing, mixing, sowing and raking of native seed and cover crop; supplying water, sand, and/or sawdust for mixing seed.

12. Seed Mix Special, Item SPV.0085.01.

A Description

This special provision describes supplying native seed and cover nurse crop for planting in the wet meadow, tall grass prairie, berm and ditch seeding zones as indicated on the plan; supplying seed samples, germination test data and storage and delivery of seed; all in accordance to the special provisions provided herein.

B Materials

Use the following native seed specifications during seed acquisition.

1. Provide native seed true to species, packed separately, with label information including scientific and common name, quantity, date and location picked, name and company supervising the picking.

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- 2. Provide seed relatively free of non-seed debris and of non-native and/or invasive species including, but not limited to, reed canary grass, purple loosestrife, spotted knapweed and Canada thistle.
- 3. Provide seed of local ecotype and origin no further than 150 linear miles from the project location.
- 4. Provide seed that was picked at the appropriate time for ripeness and viability. Obtain germination test results and certification for a random sample of each species prior to receiving delivery of the seed. Provide written documentation of germination tests to the engineer 14 days prior to seeding.
- 5. If the seed does not meet the minimum required 80 percent germination rate, additional seed must be supplied at the cost of the seed supplier/contractor to meet the total viable seed quantity.
- 6. Deliver a representative sample of each species to the engineer (14 days prior to seeding) for inspection and identification prior to the acceptance of the seed.
- 7. Provide cover crop for the wet meadow, tall grass prairie and berm seeding zones consisting of annual rye (*Lolium temulentum*).
- 8. Use the following seeding schedule in each of the designated zones. Substitutions or changes to the seeding schedule must be approved by the engineer prior to seeding. All seed quantities provided assume a minimum 80% germination rate.

B.1 Seed Mixes

Seeding rates and mixes are as follows, or as directed by the engineer:

B.1.1 Wet Meadow Seeding Zone (22.6 Acres)

The seed mix for the wet meadow seeding zone is composed of 90.4 pounds of sedges and rushes, 90.4 pounds of grasses and 90.4 pounds of forbs, for a total of 271.2 pounds of native seed. Additionally, the cover crop is seeded at 20 pounds per acre for a total of 452.0 pounds of cover crop in the wet meadow seeding zone.

a. **Sedges and Rushes.** Seed at 4.0 pounds per acre for a total of 90.4 pounds. Provide a minimum of 9 species, with no individual species comprising more than 15% of the total sedge and rush seed mix.

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Scientific NameCommon NameCarex comosabottlebrush sedgeCarex cristatellacrested oval sedgeCarex granularismeadow sedgeCarex hystericinaporcupine sedgeCarex restrosaretrose sedge

Carex scoparia lance-fruited oval sedge

Carex stipata awl-fruited sedge

Carex vulpinoidea fox sedge Scirpus atrovirens green bulrush Scirpus cyperinus wool grass

Scirpus validus soft-stemmed bulrush

b. **Grasses.** Seed at 4.0 pounds per acre for a total of 90.4 pounds. Provide a minimum of 4 species, with no individual species comprising more than 30% of the total grass seed mix.

Scientific Name	Common Name
Calamagrostis canadensis	Canada blue joint
Elymus canadensis	Canada wild rye
Elymus virginicus	Virginia wild rye
Glyceria striata	fowl manna grass
Leersia oryzoides	rice cut grass

Scientific Name

c. **Forbs.** Seed at 4.0 pounds per acre for a total of 90.4 pounds. Provide a minimum of 13 species, with no individual species comprising more than 10% of the total forb seed mix.

Common Name

Asclepias incarnata	marsh milkweed
Aster novae-angliae	New England aster
Aster puniceus	bristly aster
Eupatorium maculatum	joe-pye weed
Eupatorium perfoliatum	boneset
Euthamia graminifolia	grass-leaved goldenrod
Helenium autumnale	sneezeweed
Lobelia siphilitica	great blue lobelia
Mimulus ringens	monkey flower
Penthorum sedoides	ditch stonecrop
Pycnanthemum virginiana	Virginia mountain mint
Solidago gigantea	giant goldenrod
Solidago riddellii	Riddell's goldenrod

Verbena hastata blue vervain Vernonia fasciculata ironweed

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B.1.2 Tall Grass Prairie Seeding Zones (3.7 Acres)

The seed mix for the tall grass prairie seeding zone is composed of 29.6 pounds of grasses and 14.8 pounds of forbs, for a total of 96 pounds of native seed. Additionally, the cover crop is seeded at 20 pounds per acre for a total of 74.0 pounds of cover crop in the tall grass prairie seeding zone.

Grasses. Seed at 8 pounds per acre for a total of 29.6 pounds. Provide a minimum of 6 species, with no individual species comprising more than 25% of the total grass seed mix.

Scientific Name	Common Name
Andropogon gerardii	big bluestem
Bouteloua curtipendula	side oats grama
Elymus canadensis	Canada wild rye
Panicum virgatum	switch grass
Sorghastrum nutans	Indian grass
Sporobolus heterolepsis	prairie dropseed
Schizachyrium scoparium	little bluestem

Forbs. Seed at 4 pounds per acre for a total of 14.8 pounds. Provide a minimum of 15 species, with no individual species comprising more than 10% of the total forb seed mix.

Common Name
butterfly-weed
New England Aster
white prairie clover
purple prairie clove
tick clover
oxeye sunflower
prairie blazing star
bergamot
yellow coneflower
black-eyed Susan
rosinweed
compass-plant
cup-plant
prairie dock
stiff goldenrod
hoary verbena
Iron weed
Culver's root

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B.1.3 Berm Seeding Zone (0.6 Acres)

The seed mix for the berm seeding zone is composed of 7.2 pounds of grasses and 4.8 pounds of forbs, for a total of 12.0 pounds of native seed. Additionally, the cover crop is seeded at 20 pounds per acre for a total of 12.0 pounds of cover crop in the tall grass prairie seeding zone.

Grasses. Seed at 12 pounds per acre for a total of 7.2 pounds. Provide all species, with no individual species comprising more than 30% of the total grass seed mix.

Scientific Name	Common Name		
Andropogon gerardii	big bluestem		
Elymus canadensis	Canada wild rye		
Elymus virginicus	Virginia wild rye		
Panicum virgatum	switch grass		

Forbs. Seed at 8 pounds per acre for a total of 4.8 pounds. Provide all species, with no individual species comprising more than 20% of the total grass seed mix.

Scientific Name	Common Name		
Aster novae-angliae	New England Aster		
Desmodium canadense	tick clover		
Ratibida pinnata	yellow coneflower		
Rudbeckia hirta	black-eyed Susan		
Silphium perfoliatum	cup-plant		
Vernonia fasciulata	Iron weed		

B.1.4 Ditch Seeding Zone (1.0 Acres)

The seed mix for the ditch seeding zone is composed of 7.0 pounds of sedges and rushes, 7.0 pounds of grasses and 6.0 pounds of forbs, for a total of 20.0 pounds of native seed. Additionally, the cover crop is seeded at 20.0 pounds per acre for a total of 20.0 pounds of cover crop in the ditch seeding zone.

a. **Sedges and Rushes.** Seed at 7.0 pounds per acre for a total of 7.0 pounds. Provide a minimum of 5 species, with no individual species comprising more than 25% of the total sedge and rush seed mix.

Common Name
porcupine sedge
lance-fruited oval sedge
awl-fruited sedge
fox sedge
green bulrush
soft-stemmed bulrush

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b. **Grasses.** Seed at 7.0 pounds per acre for a total of 7.0 pounds. Provide a minimum of 3 species, with no individual species comprising more than 40% of the total grass seed mix.

Scientific Name	Common Name
Elymus canadensis	Canada wild rye
Elymus virginicus	Virginia wild rye
Glyceria striata	fowl manna grass
Leersia oryzoides	rice cut grass

c. **Forbs.** Seed at 6.0 pounds per acre for a total of 6.0 pounds. Provide a minimum of 8 species, with no individual species comprising more than 20% of the total forb seed mix.

Scientific Name	Common Name
Asclepias incarnata	marsh milkweed
Aster novae-angliae	New England aster
Eupatorium perfoliatum	boneset
Euthamia graminifolia	grass-leaved goldenrod
Helenium autumnale	sneezeweed
Mimulus ringens	monkey flower
Solidago riddellii	Riddell's goldenrod
Verbena hastata	blue vervain
Vernonia fasciculata	ironweed

C (Vacant)

D Measurement

The department will measure Seed Mix Special meeting the required 80 percent germination rate by actual pounds of native seed supplied, acceptably completed.

Native seed not meeting the required 80 percent germination rate will be measured by the equivalent pounds, based on the following formula for each species.

Equivalent pounds =

(number of actual pounds of native seed supplied) X (actual percent germination rate/80)

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0085.01Seed Mix SpecialLB

Payment is full compensation for furnishing and delivery of native seed and cover crop to the project site, providing seed samples and germination data.

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13. Drain Tile Disablement, Item SPV.0090.01.

A Description

This special provision describes disabling the existing drain tile system by removing the cover soil and crushing the tile in place (clay or concrete tiles) or removing (plastic tiles), followed by filling the resulting trench as hereinafter provided.

B (Vacant)

C Construction

Disable drain tile prior to any seeding or planting in the specified seeding zones. Drain Tile Exploration will be accomplished to verify the approximate location of the drain tile(s) as shown on the plans. Disable drain tile by excavating a trench as shown in the plans at the approximate location shown on the plan and as identified per Drain Tile Exploration. Utilize a back hoe or similar equipment to complete excavation. After drain tile has been exposed, crush the tile with a back hoe bucket or equivalent (clay or concrete); or remove tile (plastic). Drain tile will be considered sufficiently crushed when no tile fragments greater than 6 inches in diameter remain. Once the engineer has verified that the tile has been sufficiently crushed, fill the resulting trench with the spoil removed during the tile excavation.

D Measurement

The department will measure Drain Tile Disablement by the linear foot, acceptably disabled.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.01Drain Tile DisablementLF

Payment is full compensation for excavation required to expose drain tiles, removing and disposing of plastic tiles, disabling drain tile, and filling the resulting trench.

14. Temporary Site Access, Item SPV.0090.02.

A Description

This special provision describes providing a suitable material or product that would allow construction vehicles to access the work area without rutting the existing ground surface and as hereinafter provided.

B Materials

Provide materials such as timber tracking mats or similar product that will allow construction vehicles to drive from the site access along STH 73 to the work zone (approximately 275 LF) without rutting the ground surface.

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C Construction

Coordinate the proposed access route with the engineer. Install matting in a manner which does not rut the existing ground. Remove all materials when the temporary access road is no longer needed. Remove matting in a manner which does not rut the existing ground.

D Measurement

The department will measure Temporary Site Access by the linear foot, installed and removed, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.02Temporary Site AccessLF

Payment is full compensation for installation, maintenance and removal of the access road.

15. Construction Staking, Mitigation Site, Item SPV.0105.01.

A Description

This special provision describes locating and staking the boundaries of the silt fence, seeding and planting zones, grading limits, ditch fill limits, and drain tile disablement locations.

B Materials

Use wooden lath a minimum of 4 feet in length labeled with the appropriate information (station, location or seeding / planting zone).

C Construction

Perform work according to methods described in standard spec 650.3.1 and following the additional requirements: Once points are located, install lath a minimum of 1 foot into the ground or to a depth that secures the lath and resists being pushed over. Stake boundaries of the seeding and planting zones and grading limits at a minimum of 50-foot intervals or such intervals required to properly delineate boundaries. Re-establish stakes removed or destroyed by contractor at contractor's expense.

D Measurement

The department will measure Construction Staking, Mitigation Site a single lump sum unit for each construction staking, acceptably completed.

E Payment

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

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ITEM NUMBERDESCRIPTIONUNITSPV.0105.01Construction Staking, Mitigation SiteLS

Payment is full compensation for furnishing all materials, locating boundaries, installing and labeling lath.

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

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

^[2] 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 VIIA DECLUDENTA	
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 ^[1]	15.0 ^[2]	16.0	17.0

^{[1] 14.5} for E-3 mixes.

460.2.7 HMA Mixture Design

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

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

^{[2] 15.5} 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 ⁶ (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 _{ini}	6	7	7	8	8	9	8
Gyrations for N _{des}	40	60	75	100	100	125	65
Gyrations for N _{max}	60	75	115	160	160	205	160
Air Voids, %V _a (%G _{mm} N _{des})	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 _{mm} N _{ini}	<= 91.5 ^[1]	<= 90.5 ^[1]	<= 89.0 ^[1]	<= 89.0	<= 89.0	<= 89.0	
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	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 ^{[4] [5]}	65 - 78 ^[4]	65 - 75 ^{[3] [4]}	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

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] 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.

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

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

 $^{^{[5]}}$ 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 ^[1]	- 0.5	- 0.2

^[1] 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.

⁽²⁾ 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 1st Tier and DBE Payments During Construction
 - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: http://www.dot.wi.gov/business/civilrights/laborwages/index.htm
- (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://www.dot.wi.gov/business/civilrights/laborwages/docs/crc-payroll-manual.pdf

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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

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WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

II. PAYROLL REQUIREMENTS

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

III. POSTINGS AT THE SITE OF THE WORK

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

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

IV. WAGE RATE REDISTRIBUTION

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

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

V. ADDITIONAL CLASSIFICATIONS

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

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

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

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

ANNUAL PREVAILING WAGE RATE DETERMINATION FOR ALL STATE HIGHWAY PROJECTS DANE COUNTY

Compiled by the State of Wisconsin - Department of Workforce Development for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 2014

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	32.01	17.35	49.36
Carpenter	30.48	15.90	46.38
Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rationary Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency require artificial illumination with traffic control and the work is completed after	te on Sunday, New Pay. 2) Add \$1.40/h es that work be pe	nr when the Wisc erformed at night	consin
Electrician	34.07	19.25	53.32
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	24.72	0.00	24.72
Ironworker	31.25	19.46	50.71
Line Constructor (Electrical)	38.25	17.31	55.56
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	30.98	15.90	46.88
Roofer or Waterproofer	29.40	6.25	35.65
Teledata Technician or Installer	21.89	11.85	33.74
Tuckpointer, Caulker or Cleaner	35.25	13.15	48.40
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL	Y 34.43	15.24	49.67
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.89	51.39
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83

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TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45
TRUCK DRIVERS			
Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	24.52	17.77	42.29
Future Increase(s): Add \$1.30/hr on 6/1/2014. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.		ar's Day, Memor	ial Day,
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15) 6/1/17.	29.27 ; Add \$1.30/hr on 6	20.40 /1/16); Add \$1.2	49.67 5/hr on
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic red Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night wo business/ civilrights/ laborwages/ pwc. htm.	Day. 2) Add \$1.50/hrk premium at: http	nr night work pre	mium.
Pavement Marking Vehicle	23.31	17.13	40.44
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	23.31	17.13	40.44
LABORERS			
General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. 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 gran DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, involving temporary traffic control setup, for lane and shoulder closur conditions is necessary as required by the project provisions (includitions)	Add \$.15/hr for bitu off man; Add \$.20/hr ide specialist; Add \$ New Year's Day, M 2) Add \$1.25/hr for res, when work und	minous worker (for blaster and 5.45/hr for pipela lemorial Day, work on projects ler artificial illum	yer. / s ination
such time period).	04.06		20.00
Asbestos Abatement Worker	24.36 29.32	14.44 14.63	38.80 43.95
Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic red Day, Independence Day, Labor Day, Thanksgiving Day & Christmas involving temporary traffic control setup, for lane and shoulder closur conditions is necessary as required by the project provisions (includitions such time period).	ate on Sunday, Nev Day. 2) Add \$1.25/h res, when work und	w Year's Day, Me or for work on pr ler artificial illum	morial ojects ination
Flagperson or Traffic Control Person	25.67	14.63	40.30
Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic repay, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requiantificial illumination with traffic control and the work is completed after	Day. 2) Add \$1.25/hires that work be pe	nr when the Wise erformed at night	consin
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
Railroad Track Laborer	23.46	3.30	26.76

HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
\$	\$	\$
or) os.,	20.40 on 6/1/2016): A	57.12
e on Sunday, Nevay. 2) Add \$1.50/	w Year's Day, Me hr night work pre	morial mium.
or ; 15); Add \$1.30/hr	ŕ	
ay. 2) Add \$1.50/	hr night work pre	mium.
er Tub out ig;	20.40	56.12
	BASIC RATE OF PAY \$ Jib 36.72 or os., a15); Add \$1.30/hr ae on Sunday, Nev ay. 2) Add \$1.50/hr ar 36.22 or af; a15); Add \$1.30/hr ae on Sunday, Nev ay. 2) Add \$1.50/hr ae on Sunday, Nev ay. 2) Add \$1.50/hr ay. 2) Add \$1.50/hr ay. 2) Add \$1.50/hr	BASIC RATE OF PAY \$ SPENEFITS \$ SPENEFITS

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
& A- Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic range. Day, Independence Day, Labor Day, Thanksgiving Day & Christmas	ate on Sunday, Nev	v Year's Day, Me	emorial
See DOT'S website for details about the applicability of this night wo business/ civilrights/ laborwages/ pwc. htm.			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concret Finishing Machine (Road Type); Environmental Burner; Farm or Industri 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; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler Tining or Curing Machine. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic report Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night wo business/ civilrights/ laborwages/ pwc. htm.	al ning Jeep the ng :; 2015); Add \$1.30/hr ate on Sunday, Nev Day. 2) Add \$1.50/l	v Year's Day, Me nr night work pre	emorial emium.
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackir 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 Mach Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or V Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic red Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night wo business/ civilrights/ laborwages/ pwc. htm.	ine); Vell 2015); Add \$1.30/hr ate on Sunday, Nev Day. 2) Add \$1.50/l rk premium at: http	v Year's Day, Me nr night work pre	emorial emium.
Fiber Optic Cable Equipment.		16.65	43.34

Wisconsin Department of Transportation PAGE: 1 DATE: 06/03/14

REVISED: SCHEDULE OF ITEMS

ONTRACT: PROJECT(S): FEDERAL ID(S): 20140812003 3070-00-74 N/A CONTRACT:

LINE	ITEM	APPROX.	UNIT PR	ICE	BID AM	
	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS		 DOLLARS	CTS
SECTI	ON 0001 CONTRACT ITEMS					
0010	201.0115 CLEARING 	 1.000 ACRE	 		 	
0020	201.0215 GRUBBING 	 1.000 ACRE	 		 	
	205.0100 EXCAVATION COMMON	 13,790.000 CY	 		 	
	612.0700 DRAIN TILE EXPLORATION 	 3,080.000 LF	 		 	
0050	619.1000 MOBILIZATION 	 1.000 EACH	 		 	
	625.0500 SALVAGED TOPSOIL 	 5,460.000 SY	 		 	
0070	627.0200 MULCHING 	 28,060.000 SY	 	•	 	•
0080	628.1504 SILT FENCE 	 5,280.000 LF			 	
	628.1520 SILT FENCE MAINTENANCE 	 5,280.000 LF	 	•	 	
	628.1905 MOBILIZATIONS EROSION CONTROL	 1.000 EACH	 		 	

Wisconsin Department of Transportation PAGE: 2 DATE: 06/03/14

SCHEDULE OF ITEMS

REVISED:

ONTRACT: PROJECT(S): FEDERAL ID(S): 20140812003 3070-00-74 N/A CONTRACT:

LINE	<u> </u>	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	 DOLLARS CTS	
0110	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	 1.000 EACH	 	 	
	628.2006 EROSION MAT URBAN CLASS I TYPE A 	 396.000 SY			
	628.6005 TURBIDITY BARRIERS 	 16.000 SY	 	 .	
	628.6510 SOIL STABILIZER TYPE B 	 1.100 ACRE			
	628.7504 TEMPORARY DITCH CHECKS 	 120.000 LF			
0160	628.7560 TRACKING PADS 	 2.000 EACH		 	
0170	643.0100 TRAFFIC CONTROL (PROJECT) 01. 3070-00-74	 1.000 EACH		 .	
	643.0900 TRAFFIC CONTROL SIGNS 	 350.000 DAY		 .	
	SPV.0005 SPECIAL 01. SEED BED PREPARATION	28.400 ACRE			
	SPV.0005 SPECIAL 02. SEEDING	 28.400 ACRE		 .	
	SPV.0085 SPECIAL 01.	 353.600 LB		 .	

Wisconsin Department of Transportation PAGE: 3 DATE: 06/03/14

SCHEDULE OF ITEMS

REVISED:

DNTRACT: PROJECT(S): FEDERAL ID(S): 20140812003 3070-00-74 N/A CONTRACT:

LINE ITEM		APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS	
0220	SPV.0090 SPECIAL 01. DRAINTILE DISABLEMENT	 5,940.000 LF	 		
0230	SPV.0090 SPECIAL 02. TEMPORARY SITE ACCESS	 275.000 LF	 		
0240	SPV.0105 SPECIAL 01. CONSTRUCTION STAKING MITIGATION SITE	 LUMP 	 LUMP 		
	SECTION 0001 TOTAL		 		
_ _	 TOTAL BID		 		

PLEASE ATTACH SCHEDULE OF ITEMS HERE