

HIGHWAY WORK PROPOSALWisconsin Department of Transportation
DT1502 10/2010 s.66.29(7) Wis. Stats.Proposal Number: **19**

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Fond du Lac	1110-10-71	WISC 2015 129	Waupun - Rosendale Neitman Rd - 1/2 Mile N Willow Creek Rd	STH 26
Fond du Lac	1114-09-71	WISC 2015 130	Waupun - Rosendale Cattaraugus Dr - STH 23	STH 26
Fond du Lac	1114-10-71	WISC 2015 131	Rosendale - North County Line STH 23 - CTH FF	STH 26

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, \$ 290,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 10, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 3, 2015	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is exempt from federal oversight.

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

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)_____
(Print or Type Name, Notary Public, State Wisconsin)_____
(Date Commission Expires)

Notary Seal

(Bidder Signature)_____
(Print or Type Bidder Name)_____
(Bidder Title)**For Department Use Only**

Type of Work Grading, base aggregate dense, asphaltic surface milling, pulverize and relay, HMA pavement, culvert pipe replacement.	
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.

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

Info Tech Inc.
5700 SW 34th Street, Suite 1235
Gainesville, FL 32608-5371
email: <mailto:customer.support@bidx.com>

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm>. Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

(Company Name) **(Affix Corporate Seal)**

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Notary Seal

(Name of Surety) **(Affix Seal)**

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

Time Period Valid (From/To)	
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation

This is to certify that an annual bid bond issued by the above-named Surety is currently on file with the Wisconsin Department of Transportation.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the annual bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1110-10-71, Waupun – Rosendale, STH 26 from Neitman Road to ½ mile north of Willow Creek Road in Fond du Lac County, Wisconsin; Project 1114-09-71, Waupun - Rosendale, STH 26 from Cattaraugus Drive to STH 23 in Fond du Lac County, Wisconsin; and Project 1114-10-71, Rosendale – North County Line, STH 26 from STH 23 to CTH FF in Fond du Lac County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2015 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 (20140630)

2. Scope of Work.

The work under this contract shall consist of grading, base aggregate dense, asphaltic surface milling, pulverize and relay, HMA pavement, culvert pipe replacement, 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.

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 10 calendar days before the approved start date.

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

The completion of grading and HMA paving is based on an expedited work schedule and may require extraordinary forces and equipment.

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$10,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

Perform all work within the Village of Rosendale between June 15, 2015 and September 3, 2015, which is outside of the school year.

Maintain access to the driveway at Station 132+38 LT until the landowner has constructed a new access onto Willow Creek Road. The new driveway will be constructed by June 1, 2015.

4. Traffic.

Close STH 26 to through traffic during construction activities on this project. A detour utilizing USH 151 and USH 41 will be provided under this contract.

Do not disturb, remove, or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

Do not close or remove from service any residential or commercial drive approaches without giving 48 hours prior notice to the occupants of the premises to remove their vehicles. Construct driveway approaches to commercial businesses in stages or provide temporary access such that access to commercial property is provided at all times during the life of the project. Maintain at least one access to businesses at all times.

Maintain emergency and local vehicular access through the construction period, including during underground operations, removals, grading, and paving operations. Maintain local access to all roads intersecting STH 26 at all times or as directed by the engineer. Access shall be on existing pavement, temporary crushed stone base course, new crushed stone base course, the new pavement, or a combination thereof as an access roadway.

STH 23 shall remain open to 2-lane counter-directional traffic at all times during this project.

Maintain pedestrian access to sidewalk on at least one side of STH 26 within the Village of Rosendale during sidewalk replacements. Provide advanced signing for any crosswalk closures.

Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-5641 (secondary contact number is (920) 492-7719) three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

Existing Signal Timing

Contact Kyle Treml, WisDOT Project Manager, at (920) 492-4109 two weeks prior to implementing the STH 26 detour to arrange re-timing of the traffic signals at the USH 151 intersections with the USH 41 ramps.

Contact Kyle Treml, WisDOT Project Manager, at (920) 492-4109 two weeks prior to closing STH 26 to through traffic to arrange the re-timing of the traffic signals at the STH 23 intersection with STH 26 in the Village of Rosendale.

Wisconsin Lane Closure System Advanced Notification

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

Lane closures (without width, height or weight restriction)	3 business days
Service Ramp closures	3 business days
Extended closure hours	3 business days
System Ramp closures	7 calendar days
Lane closures (with width, height or weight restriction)	14 calendar days
Project Start	14 calendar days
Full Freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Notify the engineer if there are any changes in the schedule, early completions, or cancellations for scheduled work.
(NER11-1211)

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 41, USH 151, STH 23, or STH 26 (North of CTH FF only) traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 22, 2015 to 6:00 AM Tuesday, May 26, 2015 for Memorial Day;
- From noon Thursday, July 2, 2015 to 6:00 AM Tuesday, July 7, 2015 for Independence Day;
- From noon Friday, September 4, 2015 to 6:00 AM Tuesday, September 8, 2015 for Labor Day.

107-005 (20050502)

6. Utilities.

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

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

These plans show utility facilities existing at the time of the original survey in April of 2014. Facilities installed after this are addressed in the special provisions.

ATC Management, Inc. has overhead electric transmission lines on the west side of STH 26 from Station 50+00 to Station 150+20 LT, and crossing STH 26 at Station 98+64, Station 101+71, Station 160+00, and Station 526+00.

The following facilities are in conflict and will be addressed by the utility as follows:

Location and Conflict	Resolution
• Station 65+88, 35' LT. Pole conflicts with grading and culvert pipe removal.	• ATC will relocate pole to Station 65+93, 35' LT by April 3, 2015. Work around relocated pole. Pole will be embedded to account for grading around this pole.
• Station 68+59, 35' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 68+64, 35' LT by April 3, 2015. Work around relocated pole. Pole will be embedded to account for grading around this pole.
• Station 71+25, 42' LT. Pole conflicts with grading.	• Pole to remain. Work around pole.
• Station 73+20, 39' LT. Pole conflicts with grading.	• Pole to remain. Work around pole.
• Station 94+45, 41' LT. Pole conflicts with grading.	• Pole to remain. Work around pole.
• Station 97+30, 45' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 97+32, 53' LT by April 3, 2015.
• Station 100+46, 63' RT. Pole conflicts with grading and culvert pipe.	• ATC will relocate pole to Station 100+42, 98' RT by April 3, 2015.
• Station 105+61, 44' LT. Pole conflicts with grading.	• Pole to remain. Work around pole.
• Station 108+23, 39' LT. Pole conflicts with grading.	• Pole to remain. Work around pole.
• Station 116+74, 46' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 116+74, 61' LT by April 3, 2015. Work around pole. Pole will be embedded to account for grading around this pole.

• Station 119+49, 45' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 119+50, 76' LT by April 3, 2015.
• Station 122+22, 33' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 122+24, 80' LT by April 3, 2015.
• Station 124+94, 5' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 124+97, 68' LT. Work around pole. Pole will be embedded to account for grading around this pole.
• Station 127+60, 2' RT. Pole conflicts with grading.	• ATC will relocate pole to Station 127+69, 75' LT. Work around pole. Pole will be embedded to account for grading around this pole.
• Station 130+58, 28' RT. Pole conflicts with grading.	• ATC will relocate pole to Station 130+55, 73' LT. Work around pole. Pole will be embedded to account for grading around this pole.
• Station 133+59, 12' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 133+51, 54' LT. Work around pole.
• Station 136+22, 34' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 136+18, 60' LT by April 3, 2015.
• Station 138+83, 50' LT. Pole conflicts with grading.	• ATC will relocate pole to Station 138+81, 68' LT by April 3, 2015. Work around pole. Pole will be embedded to account for grading around this pole.
• Station 150+20, 39' LT. Guy wires conflict with grading.	• ATC will replace the pole and remove guy wires by April 3, 2015.

Alliant Energy has underground electric lines from Station 556+14 to Station 556+39 RT. No conflicts are anticipated with the underground facilities.

Alliant Energy also has overhead electric lines from Station 50+00 to Station 150+20 LT, Station 150+20 to Station 522+25 LT, Station 527+25 to Station 536+43 RT, Station 538+97 to Station 540+84 LT, Station 540+84 RT to Station 549+92 RT, Station 554+66 LT to Station 573+20 LT, Station 573+17 to Station 584+20 RT, Station 585+33 to Station 795+41 LT, and Station 799+23 to Station 881+44 RT, with various crossings and overhead facilities along side roads throughout the project.

The following facilities are in conflict and will be addressed by the utility as follows:

Location and Conflict	Resolution
• Station 93+94, 33' LT. Guy wire conflicts with culvert pipe and grading.	• Pole and guy wire to remain. Guy wire will be extended to accommodate proposed grade cut. Work around pole and guy wire.
• Station 98+35, 49' RT. Guy wire conflicts with grading.	• Alliant Energy will relocate guy wire and pole 6' east by May 1, 2015.
• Station 100+00, 46' LT. Pole and guy wires conflict with grading and culvert pipe.	• Alliant Energy will relocate pole 9' west by May 1, 2015.
• Station 101+12, 68' RT. Guy wire conflicts with culvert pipe.	• Alliant Energy will remove pole and guy wire by May 1, 2015.

• Station 101+81, 37' LT. Pole conflicts with grading.	• Alliant Energy will remove pole by May 1, 2015.
• Station 103+00, 37' LT. Pole and guy wire conflict with grading.	• Alliant Energy will remove pole and guy wire by May 1, 2015.
• Station 152+47, 40' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole and guy wire 8' west by May 1, 2015.
• Station 199+29, 33' RT. Pole conflicts with grading.	• Alliant Energy will relocate pole 14' east by May 1, 2015.
• Station 208+76, 40' LT. Guy wire conflicts with grading.	• Alliant Energy will relocate pole 11' west by May 1, 2015.
• Station 210+94, 46' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 4' west by May 1, 2015.
• Station 211+01, 31' RT. Pole conflicts with grading.	• Alliant Energy will relocate pole 24' east by May 1, 2015.
• Station 229+17, 36' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole and guy wire 17' north by May 1, 2015.
• Station 235+01, 45' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole and guy wire 16' west by May 1, 2015.
• Station 237+19, 41' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 21' west by May 1, 2015.
• Station 257+61, 34' RT. Pole conflicts with grading.	• Alliant Energy will relocate pole 4' east by May 1, 2015.
• Station 261+68, 32' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 2' west by May 1, 2015.
• Station 265+82, 43' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 10' north by May 1, 2015.
• Station 283+46, 44' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 20' south by May 1, 2015. Work around pole.
• Station 309+26, 32.5' LT. Guy wire conflicts with grading.	• Alliant Energy will relocate guy wire 3' west by May 1, 2015. Work around pole.
• Station 326+96, 49' LT. Pole and guy wire conflict with grading.	• Alliant Energy will remove guy wire by May 1, 2015.
• Station 331+31, 43' LT. Pole and guy wire conflict with grading.	• Alliant Energy will remove guy wire by May 1, 2015.
• Station 331+64, 33' RT. Pole conflicts with grading.	• Alliant Energy will relocate pole 6' east by May 1, 2015.
• Station 337+29, 39' LT. Guy wire conflicts with grading.	• Alliant Energy will remove guy wire by May 1, 2015.
• Station 339+39, 33' LT. Pole and guy wire conflict with culvert pipe and grading.	• Alliant Energy will relocate pole 40' south by May 1, 2015. Work around pole.
• Station 350+11, 32' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 7' west by May 1, 2015.
• Station 361+38, 29' LT. Pole conflicts with grading.	• Pole to remain. Work around pole.
• Station 365+73, 33' LT. Pole conflicts with grading.	• Pole to remain. Work around pole.
• Station 367+70, 32' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole to Station 368+10, 45' LT by May 1, 2015.

• Station 369+55, 32' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 14' west by May 1, 2015.
• Station 371+36, 32' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 13' west by May 1, 2015.
• Station 373+41, 32' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 8' west by May 1, 2015.
• Station 375+39, 32' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole 8' west and remove guy wire by May 1, 2015.
• Station 377+44, 31' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 8' west by May 1, 2015.
• Station 379+51, 31' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 12' west by May 1, 2015.
• Station 381+56, 31' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 8' west by May 1, 2015.
• Station 383+67, 30' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 7' west by May 1, 2015.
• Station 385+66, 31' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 5' west by May 1, 2015.
• Station 387+95, 26' LT. Guy wire conflicts with grading.	• Alliant Energy will relocate pole 6' west by May 1, 2015.
• Station 389+98, 32' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 7' west by May 1, 2015.
• Station 392+03, 32' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 6' west by May 1, 2015.
• Station 394+09, 34 LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 7' west by May 1, 2015.
• Station 416+65, 43' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 37' south by May 1, 2015.
• Station 436+67, 38' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 8' west by May 1, 2015.
• Station 438+26, 38' LT. Poles conflict with grading.	• Alliant Energy will relocate pole 8' west by May 1, 2015.
• Station 443+32, 36' LT. Pole and guy wires conflict with grading.	• Alliant Energy will relocate pole 14' west and remove guy wires by May 1, 2015.
• Station 448+25, 58' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 4' west by May 1, 2015.
• Station 449+98, 57' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole to Station 450+20, 63' LT by May 1, 2015.
• Station 454+10, 33' RT. Pole conflicts with grading.	• Alliant Energy will relocate pole 9' southeast by May 1, 2015.
• Station 459+28, 49' LT. Pole conflicts with culvert pipe and grading.	• Alliant Energy will relocate pole 18' south by May 1, 2015.
• Station 461+59, 44' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole 6' west and remove guy wire by May 1, 2015.
• Station 463+71, 43' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole to Station 463+64, 46' LT by May 1, 2015.

• Station 465+84, 42' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole to Station 465+60, 46' LT and remove guy wire by May 1, 2015.
• Station 484+40, 30' RT. Pole conflicts with culvert pipe and grading.	• Alliant Energy will relocate pole 14' east by May 1, 2015.
• Station 490+48, 31' RT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole 14' east and remove guy wire by May 1, 2015.
• Station 500+53, 42' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 1' west by May 1, 2015. Work around pole.
• Station 501+98, 40' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 3' west by May 1, 2015. Work around pole.
• Station 504+03, 41' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 2' west by May 1, 2015. Work around pole.
• Station 506+14, 41' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole and guy wire 8' west by May 1, 2015.
• Station 556+39, 46' RT. Pole conflicts with curb ramp construction.	• Alliant Energy will relocate pole 5' east by May 1, 2015. Work around pole.
• Station 557+00, 42' LT. Pole conflicts with curb ramp construction.	• Pole to remain. Work around pole.
• Station 563+00, 28' LT. Pole conflicts with curb ramp construction.	• Alliant Energy will relocate pole 10' south by May 1, 2015.
• Station 563+70, 31' RT. Pole conflicts with grading behind curb ramp.	• Pole to remain. Work around pole.
• Station 564+34, 32' LT. Pole conflicts with grading behind curb ramp.	• Pole to remain. Work around pole.
• Station 573+17, 31' RT. Pole conflicts with grading behind curb ramp.	• Pole to remain. Work around pole.
• Station 579+58, 45' LT. Pole conflicts with grading near curb and gutter.	• Pole is 13 feet from end of curb and gutter replacement and will remain Work around pole
• Station 584+20, 28' RT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole 25' southeast by May 1, 2015. Work around pole.
• Station 592+22, 36' RT. Pole conflicts with grading.	• Alliant Energy will relocate pole 7' east by May 1, 2015.
• Station 594+27, 34' RT. Pole and guy wire conflict with culvert pipe and grading.	• Alliant Energy will relocate pole 24' east and guy wire 20' east by May 1, 2015.
• Station 607+40, 41' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole 40' north and eliminate guy wire by May 1, 2015.
• Station 631+92, 37' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole and guy wire 8' west by May 1, 2015.
• Station 634+16, 37' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole to Station 633+98, 47' LT by May 1, 2015.
• Station 636+16, 36' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole 10' south by May 1, 2015.
• Station 641+30 to Station 643+85 LT. Poles conflict with grading.	• Poles are beyond grading limits. No conflict anticipated.
• Station 648+44, 41' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole to Station 648+94, 46' LT by May 1, 2015.

• Station 650+92, 43 LT. Pole conflicts with grading.	• Pole is beyond grading limits. No conflict anticipated.
• Station 692+30, 59' LT. Pole conflicts with grading.	• Work around pole.
• Station 699+05, 33' RT. Pole conflicts with grading.	• Alliant Energy will remove pole by May 1, 2015.
• Station 699+12 to Station 713+07 LT. Poles and guy wires conflict with grading.	• Alliant Energy will remove existing poles and guy wires and relocate to 38' to 52' LT (beyond grading limits) by May 1, 2015.
• Station 706+82, 39' RT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole to Station 706+82, 52' RT by May 1, 2015.
• Station 731+02, 30' RT. Pole and guy wire conflict with grading and inlet construction.	• Alliant Energy will relocate pole to Station 730+97, 42' RT, and anchor to Station 730+97, 48' RT by May 1, 2015.
• Station 735+67, 36' LT. New guy wire conflicts with grading.	• Guy wire will be extended to accommodate proposed grade cut. Work around guy wire.
• Station 739+27, 32' LT. Guy wire conflicts with grading.	• Alliant Energy will relocate pole to Station 740+05, 44' LT by May 1, 2015.
• Station 742+23, 47' RT. Pole and guy wire conflict with grading.	• Work around pole and guy wire.
• Station 742+80, 32' LT. Pole and guy wire conflict with grading.	• Alliant Energy will relocate pole to Station 742+23, 42' LT by May 1, 2015.
• Station 744+51, 35' LT. Poles and guy wires conflict with grading.	• Alliant Energy will relocate pole to Station 744+65, 42' LT by May 1, 2015.
• Station 749+89, 31' RT. Pole conflicts with grading.	• Alliant Energy will relocate pole to Station 749+89, 41' RT by May 1, 2015.
• Station 752+25, 31' RT. Pole conflicts with grading.	• Alliant Energy will relocate pole to Station 752+27, 58' RT by May 1, 2015.
• Station 752+47 to Station 762+76 LT. Poles and guy wires conflict with grading.	• Alliant Energy will remove existing poles and guy wires and relocate to 38' to 41' LT (beyond grading limits) by May 1, 2015.
• Station 766+73 to Station 772+27 LT. Poles conflict with grading.	• Alliant Energy will remove existing poles and guy wires and relocate to 35' to 75' LT (beyond grading limits) by May 1, 2015.
• Station 777+14 to Station 782+80 LT. Poles and guy wires conflict with grading.	• Alliant Energy will remove existing poles and guy wires and relocate to 58' to 75' LT (beyond grading limits) by May 1, 2015.
• Station 785+33, 32' LT. Guy wire conflicts with grading.	• Alliant Energy will relocate pole to Station 785+15, 41' RT by May 1, 2015.
• Station 790+97, 66' LT. Pole conflicts with grading.	• Alliant Energy will place new poles at Station 789+45, 61' RT and Station 791+60, 61' RT by May 1, 2015.
• Station 795+41, 36' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole to Station 796+06, 49' RT by May 1, 2015.
• Station 810+36, 43' LT. Pole conflicts with grading.	• Alliant Energy will relocate pole to Station 810+30, 53' LT by May 1, 2015.
• Station 846+66, 33' LT. Pole conflicts with culvert and grading.	• Alliant Energy will relocate pole to Station 60, 44' LT by May 1, 2015.

• Station 861+55 to Station 878+48 RT. Poles conflict with grading.	• Alliant Energy will remove existing poles and relocate to 33' to 53' RT (beyond grading limits) by May 1, 2015.
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Alliant Energy has underground gas lines from Station 530+61 to Station 548+27 RT, Station 538+55 to Station 553+50 LT, Station 555+07 to Station 579+54 LT, 558+22 to Station 580+28 RT with crossings at Station 538+55, 556+43, 579+57, and 580+32.

No conflicts are anticipated.

Century Link has underground communications lines on varying sides of STH 26 from Station 233+06 to Station 884+75 and from Station 904+00 to Station 909+53; underground fiber optic lines from Station 577+00 to Station 580+17 RT, and Station 580+17 to Station 584+28 LT/RT; and various crossings and pedestals throughout the project.

The following facilities are in conflict and will be addressed by the utility as follows:

Location and Conflict	Resolution
• Station 233+06 to Station 246+35 RT. Telephone line and pedestals conflict with grading.	• Century Link will relocate telephone line and pedestals to 2' inside east right-of-way by May 1, 2015.
• Station 236+35 LT. Telephone line and pedestal conflict with grading.	• Century Link will relocate telephone line crossing to Station 236+20, 4' below proposed ditch elevation, with pedestal relocated to Station 236+20, 64' LT by May 1, 2015.
• Station 238+47 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 49' RT at a depth of 6' below proposed ditch elevation by May 1, 2015.
• Station 256+00 to Station 266+50 RT. Telephone line and pedestals conflict with grading.	• Century Link will relocate telephone line and pedestals to 2' inside east right-of-way by May 1, 2015.
• Station 260+73 LT and RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line crossing to Station 261+62, 4' below proposed ditch elevation by May 1, 2015.
• Station 260+73 to Station 261+81 LT. Telephone line conflicts with grading.	• Century Link will relocate telephone line crossing to Station 261+62, 4' below proposed ditch elevation and eliminate line on LT side by May 1, 2015.
• Station 273+55 to Station 277+10 RT. Telephone line and pedestals conflict with grading.	• Century Link will relocate telephone line to 34' RT at a depth of 5' and pedestals to 34' RT by May 1, 2015.
• Station 274+68 to Station 275+00 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 34' RT at a depth of 5' by May 1, 2015.
• Station 277+13 LT. Telephone line conflicts with grading.	• Century Link will relocate telephone line crossing to Station 277+05 at a depth of 4' below proposed ditch elevation by May 1, 2015.

• Station 326+96 LT. Telephone line and pedestal conflict with grading and culvert pipe.	• Century Link will relocate pedestal to 54' LT and relocate telephone line crossing to 4' below proposed ditch elevation by May 1, 2015.
• Station 326+96 RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line crossing to 4' below proposed ditch elevation by May 1, 2015.
• Station 330+70 to Station 331+65 RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line to 57' RT by May 1, 2015.
• Station 331+90 to Station 332+13 LT. Telephone line and pedestal conflict with grading.	• Century Link will relocate pedestal to Station 331+90, 54' LT and relocate telephone line crossing to Station 331+65 at a depth of 4' below the proposed ditch elevation by May 1, 2015.
• Station 345+70 RT. Telephone line and pedestal conflict with grading.	• Century Link will relocate pedestal to 42' RT and relocate telephone line crossing to 4' below proposed ditch elevation by May 1, 2015.
• Station 345+70 to Station 347+60 LT. Telephone line and pedestal conflict with grading.	• Century Link will relocate telephone line to and pedestal to 2' inside west right-of-way by May 1, 2015.
• Station 358+50 to Station 364+00 RT. Telephone line and pedestals conflict with grading.	• Century Link will relocate telephone line and pedestals to 2' outside east right-of-way by May 1, 2015.
• Station 366+24 to Station 366+72 RT. Telephone line conflicts with grading.	• Century Link will relocate crossing under CTH T to a depth of 5' by May 1, 2015.
• Station 367+45 to Station 368+62 LT. Telephone line and pedestals conflict with grading.	• Century Link will relocate telephone line and pedestals to 2' inside right-of-way by May 1, 2015.
• Station 368+62 to Station 375+06 LT. Telephone line conflicts with grading.	• Century Link has previously abandoned this telephone line.
• Station 375+06 to Station Station 386+25 RT. Telephone line conflicts with grading.	• Century Link has previously abandoned the western telephone line.
• Station 389+00 to Station 446+38 RT. Telephone line and pedestals conflict with grading.	• Century Link will abandon western telephone line and remove pedestals by May 1, 2015. Century Link will install a single new line from Station 436+39 to Station 446+38, 50' RT by May 1, 2015.
• Station 400+80 to Station 401+33 LT. Telephone line conflicts with grading.	• Century Link will relocate crossing to Station 400+59, 4' below the proposed ditch elevation by May 1, 2015.
• Station 419+48 RT. Pedestal conflicts with culvert pipe.	• Century Link will relocate pedestal to 56' RT by May 1, 2015.
• Station 425+00 LT. Telephone line conflicts with grading.	• Century Link will relocate telephone line 4' below proposed ditch elevation by May 1, 2015.

• Station 429+17 RT. Two telephone lines conflict with culvert pipe.	• Century Link will abandon western telephone line by May 1, 2015. Eastern telephone line to remain in place. Use caution near the eastern line during pipe installation. No conflict is anticipated with the eastern line.
• Station 436+36, 35' RT. Pole and pedestal conflict with grading.	• Century Link will remove pole and relocate pedestal to 50' RT by May 1, 2015.
• Station 438+42 LT and RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line crossing to Station 438+26, 4' below proposed ditch elevation by May 1, 2015.
• Station 442+03, 35' RT. Pole and pedestal conflict with grading.	• Century Link will remove pole and relocate pedestal to 50' RT by May 1, 2015.
• Station 446+22 to Station 446+33 LT. Telephone line and pedestal conflict with grading and curb and gutter.	• Century Link will relocate telephone line and pedestal to 2' inside right-of-way line by May 1, 2015.
• Station 445+30 to Station 446+43 RT. Telephone line conflicts with grading and curb and gutter.	• Century Link will relocate telephone line to 80' RT at a depth of 4' below proposed ditch elevation by May 1, 2015. No conflict is anticipated with existing connect boxes and pedestals at Station 446+44, 85' RT.
• Station 446+38 LT and RT. Telephone line conflicts with grading and curb and gutter.	• Century Link will abandon telephone line crossing by May 1, 2015.
• Station 448+18 to Station 464+84 RT. Telephone line and pedestals conflict with grading.	• Century Link will relocate telephone line and pedestals to 2' east of eastern telephone line by May 1, 2015.
• Station 448+18 to Station 451+00 LT. Telephone line and pedestal conflict with grading.	• Century Link will abandon telephone line by May 1, 2015. The crossing at Station 448+18 will be relocated to Station 448+20, 4' below the proposed ditch elevation by May 1, 2015.
• Station 464+84 to Station 466+25 RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line to 2' inside east right-of-way by May 1, 2015.
• Station 459+17 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line and pedestals to 2' east of eastern telephone line by May 1, 2015.
• Station 459+00 to Station 467+00 LT. Telephone line and pedestals conflict with grading.	• Century Link will abandon telephone line and remove pedestals by May 1, 2015.
• Station 459+25 LT. Telephone line conflicts with culvert pipe.	• Century Link will abandon telephone line by May 1, 2015.
• Station 465+15 to Station 465+38, 33' RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 2' inside east right-of-way, 5' deep by May 1, 2015.
• Station 470+40 to Station 492+10 RT. Telephone line and pedestals conflicts with grading.	• Century Link will relocate telephone line and pedestals to 2' inside east right-of-way by May 1, 2015.
• Station 473+26 LT. Telephone line conflicts with culvert pipe.	• Century Link will abandon telephone line by May 1, 2015.
• Station 473+26 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 2' inside east right-of-way by May 1, 2015.

• Station 482+37 to Station 482+82 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 2' inside east right-of-way by May 1, 2015.
• Station 483+90 to Station 484+30 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 2' inside east right-of-way by May 1, 2015.
• Station 490+00 to Station 490+10 RT. Telephone line and pedestal conflict with culvert pipe.	• Century Link will relocate telephone line to 2' inside east right-of-way and remove pedestal by May 1, 2015.
• Station 491+20 to Station 491+67 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 2' inside east right-of-way by May 1, 2015.
• Station 492+10 to Station 496+50 RT. Telephone line and pedestals conflicts with grading.	• Century Link will abandon western telephone line by May 1, 2015.
• Station 493+00 to Station 494+00 LT. Telephone line conflicts with grading and culvert pipe.	• Century Link will abandon telephone line by May 1, 2015.
• Station 493+48 LT. Telephone line conflicts with culvert pipe.	• Century Link will abandon telephone line by May 1, 2015.
• Station 493+48 RT. Telephone line conflicts with culvert pipe.	• Century Link will abandon western telephone line by May 1, 2015.
• Station 498+98 to Station 512+35 RT. Telephone line conflicts with grading and culvert pipe.	• Century Link will abandon western telephone line by May 1, 2015.
• Station 500+23 RT. Telephone line conflicts with culvert.	• Century Link will abandon western telephone line by May 1, 2015.
• Station 508+50 RT. Telephone line conflicts with culvert.	• Century Link will abandon western telephone line by May 1, 2015.
• Station 584+15 to Station 584+28 LT and RT. Telephone line, fiber optic line, and pedestal conflict with grading.	• Century Link will relocate telephone line crossing to Station 584+15, 4' below proposed ditch elevation and will relocate pedestal to 43' RT by May 15, 2015. Existing fiber optic line to remain; no conflict anticipated.
• Station 584+15 to Station 594+60 RT. Telephone line and pedestals conflict with grading and culvert pipe.	• Century Link will relocate telephone line and pedestals to 50'-60' RT by May 15, 2015.
• Station 597+50 to Station 601+45 RT. Telephone line and pedestal conflict with grading.	• Century Link will relocate telephone line and pedestal to 60' RT by May 15, 2015.
• Station 604+25 to Station 605+90 RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line and pedestal to 60' RT by May 15, 2015.
• Station 606+90 to Station 607+40 RT. Telephone line and pedestal conflict with grading.	• Century Link will relocate telephone line and pedestal to 44' RT by May 15, 2015.
• Station 607+46 LT. Telephone line and pedestal conflict with grading.	• Century Link will relocate pedestal to 44' LT and relocate crossing to 4' below proposed ditch elevation by May 15, 2015.
• Station 613+06 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 62' RT by May 15, 2015.

• Station 619+60 LT and RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line crossing to Station 620+00, 4' below proposed ditch elevation by May 15, 2015.
• Station 627+30 to Station 628+60 RT. Telephone line conflicts with grading.	• Century Link has previously abandoned the telephone line from Station 619+50 to Station 631+50 RT.
• Station 631+30 to Station 634+60 LT. Telephone line and pedestal conflict with grading and culvert pipe.	• Century Link will relocate telephone line and pedestal to 51' LT by May 15, 2015.
• Station 631+42 LT and RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line crossing to Station 631+46, 4' below proposed ditch elevation by May 15, 2015.
• Station 632+35 to Station 632+43 RT. Telephone line conflicts with grading.	• Century Link will relocate telephone line to 33' south of the Fremont Rd centerline by May 15, 2015.
• Station 639+50 to Station 640+04 LT. Telephone line and pedestal conflict with grading and culvert pipe.	• Century Link will relocate telephone line and pedestal to 51' LT by May 15, 2015.
• Station 641+00 to Station 644+50 LT. Telephone line conflicts with grading.	• Century Link will relocate telephone line to 51' LT by May 15, 2015.
• Station 643+31 LT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 51' LT by May 15, 2015.
• Station 646+70 to Station 650+97 LT. Telephone line and pedestal conflict with grading.	• Century Link will relocate telephone line and pedestal to 51' LT by May 15, 2015.
• Station 650+45 LT and RT. Telephone line and pedestal conflict with grading.	• Century Link will relocate telephone line crossing to Station 650+35, 4' below proposed ditch elevation and pedestal to 51' LT by May 15, 2015.
• Station 687+00 to Station 688+80 RT. Telephone line conflicts with grading.	• Century Link has previously abandoned the western telephone line.
• Station 706+84 to Station 741+00 RT. Two telephone lines and pedestals conflict with grading.	• Century Link will relocate telephone lines and pedestals to 63' to 68' LT by May 15, 2015.
• Station 706+95 to Station 707+32 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line crossing under Griffith Rd to 60' RT by May 15, 2015. A new crossing under STH 26 will be installed at Station 706+74, 4' below proposed ditch elevation.
• Station 708+51 to Station 708+81 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 52' RT by May 15, 2015.
• Station 731+08 RT. Telephone line conflicts with inlet.	• Century Link will relocate telephone line to 63' LT by May 15, 2015. A new crossing under STH 26 will be installed at Station 730+90, 4' below proposed ditch elevation by May 15, 2015.
• Station 736+57 RT. Telephone line conflicts with culvert pipe.	• Century Link will relocate telephone line to 68' LT by May 15, 2015

• Station 742+10 to Station 749+69 RT. Two telephone lines and pedestals conflict with grading.	• Century Link will relocate telephone lines and pedestals to 68' LT by May 15, 2015. A new crossing under STH 26 will be installed at Station 741+90, 4' below the proposed ditch elevation.
• Station 749+69 to Station 754+89 RT. Two telephone lines and pedestals conflict with grading.	• Century Link will relocate telephone line and pedestals to 2' inside the east right-of-way and to 68' to 71' LT by May 15, 2015. A new crossing under STH 26 will be installed at Station 754+89, 4' below the proposed ditch elevation.
• Station 754+89 to Station 772+30 RT. Two telephone lines and pedestals conflict with grading.	• Century Link will relocate telephone lines and pedestals to 68' LT by May 15, 2015.
• Station 769+90 RT. Two telephone lines conflict with culvert pipe.	• Century Link will relocate telephone lines to 68' LT by May 15, 2015.
• Station 772+30 to Station 778+00 RT. Telephone line and pedestals conflict with grading.	• Century Link will abandon line and remove pedestals by May 15, 2015.
• Station 778+00 to Station 783+75 LT. Telephone line conflicts with grading.	• Century Link will abandon line by May 15, 2015.
• Station 783+20 to Station 783+75 LT. Telephone line conflicts with culvert pipe.	• Century Link will abandon line by May 15, 2015.
• Station 798+50 to Station 807+00 LT. Telephone line and pedestals conflict with grading and curb and gutter.	• Century Link will relocate telephone line to 2' outside the west right-of-way by May 15, 2015. A new crossing under STH 26 will be installed at Station 807+00, 4' below the proposed ditch elevation.
• Station 807+00 to Station 813+00 LT. Telephone line and pedestals conflict with grading and curb and gutter.	• Century Link will relocate telephone to 2' inside the east right-of-way by May 15, 2015.
• Station 845+70 to Station 846+60 LT. Telephone line conflicts with grading.	• Century Link will relocate telephone line to 2' inside east right-of-way line by May 15, 2015.
• Station 859+00 to Station 875+00 RT. Telephone line and pedestal conflict with grading.	• From Station 859+00 to 879+00, Century Link will relocate telephone line to 3' outside west right-of-way line by May 15, 2015. New crossings under STH 26 will be installed at Station 872+34 and 880+00, 4' below the proposed ditch elevations.

Charter Communications has underground fiber optic crossing STH 26 on the south leg of the CTH T intersection, and along the west side of STH 26 from Station 580+00 to Station 585+33 LT and Station 631+93 to Station 632+85 LT, and crossing STH 26 on the north leg of the Fremont Road intersection. Charter Communications has overhead crossings at Station 539+35, Station 556+95, Station 573+18, and Station 579+57.

No conflicts are anticipated.

Koch Pipeline Company has a 10-inch gas/petroleum pipe crossing STH 26 at Station 150+38. No conflicts are anticipated.

Koch Pipeline must have a representative present during any work performed within 25-feet of this pipeline crossing. Contact Koch Pipeline (Drew Suydam, (920) 948-4665), seven days in advance of performing construction operations within 25-feet of this pipeline crossing.

The Village of Rosendale has underground sanitary sewer from Station 530+50 to Station 579+70 RT.

The following facilities are in conflict and will be addressed by the utility as follows:

Location and Conflict	Resolution
• Station 530+52, 16' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 533+05, 16' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 537+05, 16' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 539+40, 15' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 541+13, 15' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 545+02, 14' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 550+82, 30' RT. Manhole conflicts with concrete driveway apron replacement.	• Manhole to remain. Work around manhole. The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 553+07, 77' LT. Manhole conflicts with curb and gutter repair and inlet adjustment.	• No conflict anticipated. Manhole to remain. Work around manhole.
• Station 556+79, 13' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 560+57, 14' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 564+18, 15' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 566+57, 14' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 568+96, 16' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 572+97, 18' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 575+07, 17' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
• Station 576+70, 20' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.

• Station 579+70, 19' RT. Manhole conflicts with milling and paving.	• The Village of Rosendale will adjust manhole during construction, if necessary.
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AT&T Wisconsin has underground communications lines from Station 50+00 to Station 71+65 LT, and Station 71+65 to Station 211+01 RT, with various crossings and pedestals.

The following facilities are in conflict and will be addressed by the utility as follows:

Location and Conflict	Resolution
• Station 64+23 to Station 64+67, 32' LT. Telephone line conflicts with culvert pipe and grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 64+67 to Station 71+63, 32' LT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 71+63, 32' LT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 71+65, 28' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 71+65 to Station 85+90 RT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 97+05 to Station 97+47 RT. Telephone line conflicts with culvert pipe and grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 97+47 to Station 98+35 RT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 98+35, 49' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 100+08 to Station 100+49 RT. Telephone line conflicts with culvert pipe and grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line and crossing Neitman Rd at 230' RT by April 15, 2015.
• Station 100+49, 62' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 100+50, 62' to 172' RT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line and crossing Neitman Rd at 230' RT by April 15, 2015.
• Station 103+46 to Station 104+40 RT. Telephone line conflicts with culvert pipe and grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 105+89 to Station 126+90 RT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 108+47, 35' RT. Telephone line conflicts with culvert pipe.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.

• Station 111+17, 35' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 111+23, 30' LT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 113+03 to Station 113+29 RT. Telephone line conflicts with culvert pipe.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 115+47, 31' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 117+20 to Station 117+40 RT. Telephone line conflicts with culvert pipe.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 120+04, 40' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 126+15, 439' LT to Station 127+60, 3' RT (North side of Willow Creek Road). Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the north right-of-way line, 2' below proposed elevations by April 15, 2015.
• Station 127+60, 3' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 127+60, 3' RT to Station 128+05, 143' RT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 127+60 to Station 131+45 RT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 133+45 to Station 191+25 RT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 136+91, 44' RT. Telephone line conflicts with culvert pipe.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 137+23, 44' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 141+53, 38' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 141+60 LT/RT. Telephone crossing conflicts with grading.	• AT&T Wisconsin will relocate crossing to Station 142+50, 2' below the proposed ditch elevation by April 15, 2015.
• Station 145+34, 45' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 147+43, 31' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 149+43, 34' RT. Telephone line conflicts with culvert pipe.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 150+38, 37' RT. Two pedestals conflict with grading.	• AT&T Wisconsin will remove pedestals by April 15, 2015.
• Station 150+85, 32' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.

• Station 156+27 LT/RT. Telephone crossing conflicts with grading.	• AT&T Wisconsin will relocate crossing to Station 156+30, 2' below the proposed ditch elevation by April 15, 2015.
• Station 156+36 LT/RT. Telephone crossing conflicts with grading.	• AT&T Wisconsin will relocate crossing to Station 156+30, 2' below the proposed ditch elevation by April 15, 2015.
• Station 163+68 to Station 164+00 RT. Telephone line conflicts with culvert pipe.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 167+20, 30' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal by April 15, 2015.
• Station 167+95 to Station 168+10 RT. Telephone line conflicts with culvert pipe.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 180+08 to Station 180+50 RT. Telephone line conflicts with culvert pipe.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 180+58 RT. Two pedestals conflict with grading.	• AT&T Wisconsin will remove pedestals prior to construction.
• Station 191+28 LT/RT. Telephone crossing conflicts with grading.	• AT&T Wisconsin will abandon crossing by April 15, 2015.
• Station 193+90 to Station 194+75 RT. Telephone line conflicts with culvert pipe and grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 199+20 to Station 200+80. Telephone line conflicts with culvert pipe and grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 199+35, 33' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal prior to construction.
• Station 205+00 to Station 211+01 RT. Telephone line conflicts with grading.	• AT&T Wisconsin will relocate telephone line to the east right-of-way line by April 15, 2015.
• Station 211+01, 31' RT. Pedestal conflicts with grading.	• AT&T Wisconsin will remove pedestal prior to construction.

Wisconsin Public Service has overhead electric lines along CTH FF from Station 167+89, 24' RT to Station 168+99, 70' LT, and along STH 26 from Station 904+49 to Station 909+53 LT.

The following facilities are in conflict and will be addressed by the utility as follows:

Location and Conflict	Resolution
• CTH FF, Station 167+89, 23' RT. Pole conflicts with grading.	• Wisconsin Public Service will relocate pole to Station 167+89, 32' RT by March 15, 2015.
• CTH FF, Station 168+31, 28' LT. Pole conflicts with grading.	• Wisconsin Public Service will relocate pole to Station 167+90, 32' LT by March 15, 2015.

7. Other Contracts.

The following project will be under construction concurrently with the work under this contract. Coordination and weekly traffic control meetings may be required.

Project 1430-15-71, STH 23, from Douglas Street in the City of Ripon to Lafayette Street in the Village of Rosendale, Fond du Lac County, Wisconsin under a separate contract.

The Village of Rosendale will be constructing a sanitary sewer lining project within the Village limits during construction under a separate contract. The lining work will occur while the STH 26 detour is in effect and will be complete by June 15, 2015. Contact Dan Holdridge from the Village of Rosendale at (920) 979-1983 with questions regarding this work.

Additional projects may be under construction concurrently with the work items under this contract. Inquire with the department for any additional projects anticipated to be under construction in the project area or along proposed haul routes.

8. Hauling Restrictions.

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of vehicles carrying STH 26 (beyond the project limits), USH 41, USH 151, and side road traffic. No earth moving equipment shall travel on side roads without approval from the engineer.

When hauling across any public roads, provide the necessary flagging and signing to control the construction equipment movements.

9. Environmental Protection, By-Pass Pumping.

Add the following to standard spec 107.18:

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.

(NER 11-0711)

10. Environmental Protection, Dewatering.

Add the following to standard spec 107.18:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.
(NER12-1010)

11. Environmental Protection, Historic Property.

The house at 201 N Main Street in the Village of Rosendale is eligible for the National Historic Register. This property is parcel #3 as shown on plat ID 1114-10-21.

Contain all construction activities within the slope intercepts within this parcel. Do not stockpile materials or drive or park construction vehicles beyond the slope intercepts.

If field adjustments are required for parcel #3 that extend beyond the construction limits, the engineer will contact Doug Senso, R.A. Smith National, at (920) 731-8397 Ext 3403 prior to beginning any work.
(NER11-0127)

12. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf for disinfection:

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.
107-055 (20130615)

13. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

Willow Creek, Ladoga Creek, the West Branch of the Rock River, and the West Branch of the Fond du Lac River are classified as navigable waterways.
107-060 (20040415)

14. Protection of Culturally Sensitive Areas.

A number of sensitive areas exist within the project limits. The areas of concern are located from approximately Station 119+80 to Station 124+42 LT and Station 657+80 to Station 664+63 LT and RT.

Place safety fence at the right-of-way line at these locations prior to commencing work in accordance to item 616.0700.S.

Protect these sensitive areas at all times during construction and do not use for borrow or waste disposal, or for the staging of personnel, equipment, and/or supplies.

15. 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 Kyle Trembl, NE Region Project Manager, at (920) 492-4109.
107-054 (20080901)

16. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum- and fertilizer-contaminated soil is present at the following site(s):

1. Station 365+75 to Station 366+25, LT of reference line (STH 26 and CTH T)

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting:

Name: Daniel Haak
Address: TRC Environmental Corporation
708 Heartland Trail, Suite 3000, Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: dhaak@trcsolutions.com

107-100 (20050901)

17. Archaeological Coordination.

An archaeologically significant site exists in the project area as follows:

<u>Site</u>	<u>Description</u>	<u>Location</u>
47FD412	Hesslink Petroform	Station 119+80 to Station 124+42, LT

Do not use this site for borrow, waste disposal, or for the staging of personnel, equipment and/or supplies. Provide two weeks' notice to the Bureau of Technical Services, Environmental Services Section (ESS) before doing any work in the area of these sites. ESS will provide a qualified archaeologist to be on site at all times when work occurs near these sites. The contact at ESS is Lynn Cloud (608) 266-0099.

If a potentially significant archaeological feature or material is discovered during construction operations, the qualified archeologist will promptly coordinate with the engineer and with ESS to determine an appropriate course of action.

18. Emerald Ash Borer.

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

Ash trees include the following species:

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

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

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

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

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

ATCP 21.17 Emerald ash borer; import controls and quarantine.

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

(a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.

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

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

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

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

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

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

Regulatory Considerations

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

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

Chipped ash trees

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

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

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

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

Burning chips is optional if in compliance with standard spec 201.3.

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

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

Ash logs, branches, and roots

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

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

Burning is optional if in compliance with standard spec 201.3.

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

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

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

Updates for compliance

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

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

(2) REGULATED ITEMS. More frequent updates, if any, are available on the department's website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224-4573, by visiting the department's website, or by writing to the above address. (NER11-03088)

19. Coordination with Businesses.

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting 14 days prior to the start of work under this contract and monthly thereafter. The contractor shall notify all parties in writing a minimum of ten days prior to the first meeting being held. (NER12-1003)

20. Vehicle Classification Detector Installation.

Install loop detectors, pull boxes, concrete control cabinet base, and associated wires and conduit for the Vehicle Classification Detector as indicated in the plans. Provide a complete "as built" wiring diagram showing loops, connections, and lead-ins to the engineer upon completion of the loop wiring installation.

Within seven days of completing final pavement marking near the Vehicle Classification Detector, contact the WisDOT Travel Survey Shop, Jane Oldenburg, 3633 Pierstorff St., Madison, WI 53704, (608) 245-2679 to coordinate placement of WisDOT installed axle

sensors, transformer base, control cabinet, and solar panels prior to opening STH 26 to through traffic.

21. Survey Monument Coordination.

Notify the Northeast Regional Survey Coordinator, Cormac McInnis, (920) 492-5638, at least 30 days prior to the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (prior to restoration), notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset.
(NER14-0429)

22. Clearing and Grubbing.

Any clearing and grubbing required between Station 659+00 and Station 687+00 RT may not be performed until after July 15, 2015.

23. Removing Small Pipe Culverts, Item 203.0100.

For removal of the small pipe culverts at the unnamed tributary to Willow Creek at Station 117+18, conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

Remove the existing culvert pipes in large sections and conforming to the contractor's approved structure removal and clean-up plan. During culvert pipe removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.

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

24. **Grading and Shaping Intersection, Neitman Road, Item 205.9010.S.01; CTH TC West, Item 205.9010.S.02; CTH TC East, Item 205.9010.S.03; CTH T West, Item 205.9010.S.04; CTH T East, Item 205.9010.S.05; Bell School Road, Item 205.9010.S.06; Forest Avenue, Item 205.9010.S.07; Triple Kay Road, Item 205.9010.S.08; Marchant Drive, Item 205.9010.S.09; Rose Eld Road West, Item 205.9010.S.10; Fremont Road, Item 205.9010.S.11; Olden Road East, Item 205.9010.S.12; Olden Road West, Item 205.9010.S.13; Frank Road, Item 205.9010.S.14.**

A Description

This special provision describes excavating, filling, grading, shaping, and compacting, as necessary to construct the intersection as shown on the plans and in accordance to the pertinent requirements of the standard specifications and as hereinafter provided.

B (Vacant)

C Construction

Dispose of all surplus and unsuitable material in accordance to standard spec 205.3.12.

D Measurement

The department will measure Grading and Shaping Intersection (Location) as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.9010.S.01	Grading and Shaping Intersection, Neitman Road	LS
205.9010.S.02	Grading and Shaping Intersection, CTH TC West	LS
205.9010.S.03	Grading and Shaping Intersection, CTH TC East	LS
205.9010.S.04	Grading and Shaping Intersection, CTH T West	LS
205.9010.S.05	Grading and Shaping Intersection, CTH T East	LS
205.9010.S.06	Grading and Shaping Intersection, Bell School Road	LS
205.9010.S.07	Grading and Shaping Intersection, Forest Avenue	LS
205.9010.S.08	Grading and Shaping Intersection, Triple Kay Road	LS
205.9010.S.09	Grading and Shaping Intersection, Marchant Drive	LS
205.9010.S.10	Grading and Shaping Intersection, Rose Eld Road West	LS
205.9010.S.11	Grading and Shaping Intersection, Fremont Road	LS
205.9010.S.12	Grading and Shaping Intersection, Olden Road East	LS
205.9010.S.13	Grading and Shaping Intersection, Olden Road West	LS
205.9010.S.14	Grading and Shaping Intersection, Frank Road	LS

Payment is full compensation for furnishing all excavating, grading, shaping, and compacting; and for providing and placing fill.

The base course, surfacing and finishing items will be measured and paid for under the pertinent items provided in the contract.
205-010 (20030820)

25. Select Borrow.

Conform to the requirements of standard spec 208 and as hereinafter provided.

Material

Furnish and use material that consists of granular material meeting the following requirements: Not more than 25% of that portion passing the No. 4 sieve shall pass the No. 200 sieve.

26. Granular Backfill.

Replace standard spec 209.2.1(1) with the following:

- (1) Furnish natural sand or a mixture of sand with gravel, crushed gravel or crushed stone.

Replace standard spec 209.2.1(2) with the following:

- (2) For backfill for trench excavation, use a maximum size of any gravel or stone so that 100 percent passes a 6-inch sieve, not less than 85 percent by weight passes a 3-inch sieve, and not less than 25 percent by weight passes a No. 4 sieve. For bedding under a culvert pipe, use granular backfill that consists substantially of sand with all particles retained on a one-inch sieve removed.
(NER14-0205)

27. Preparing the Foundation.

Add the following to standard spec 211.3.1:

The contractor shall plan construction activities such that the earth subgrade is covered by the roadway base in a timely manner upon completion of preparation of the subgrade or as directed by the engineer. The contractor is responsible for the removal of any excess water from the subgrade as a result of rainfall events or natural drainage.
(NER41-20110908)

28. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

A.2 Contractor Testing for Small Quantities

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

Plan Quantity	Minimum Required Testing
≤ 1500 tons	One test from production, load-out, or placement at the contractor's option ^[1]
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option ^[1]
> 6000 tons and ≤ 9000 tons	Three placement tests ^{[2][3]}

^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

^[2] For 3-inch material, obtain samples at load-out.

- [3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - 3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 - 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

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

B.2 Personnel

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

Required Certification Level:	Sampling or Testing Roles:
Aggregate Technician IPP Aggregate Sampling Technician Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling ^[1]
Aggregate Technician IPP Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

^[1] Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

- (2) A certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:
Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.

- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
 1. Contractor individual QC tests.
 2. Department QV tests.
 3. Department IA tests.
 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

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

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
Gradation..... AASHTO T 27
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

- (1) Consider corrective action when the running average trends toward a warning limit. Take corrective action if an individual test exceeds the contract specification limit.

Document all corrective actions both in the project records and on the appropriate control chart.

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

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

301-010 (20100709)

29. Pulverize and Relay, Item 325.0100.

Replace standard spec 325.3(2) with the following:

- (2) Immediately after pulverizing, relay the material with a paver, grader, or both the paver and grader. Use equipment with automatic grade and slope control systems for adjusting the slope through superelevated curves, transitions, and tangent sections and

an averaging device to achieve a smooth profile. If the automatic control systems break down, the contractor may use manual controls for the remainder of that day only.
325-001 (20080902)

Add the following to standard spec. 325.3(5):

Do not allow the pulverized and graded material to be exposed for a period greater than 72 hours prior to placement of the lower layer of HMA pavement, unless adverse weather prevents placement of the HMA pavement. In the event of adverse weather, resume placement of the HMA pavement as soon as conditions permit. Payment for removal and excavation below subgrade for areas of pulverized and relayed material left uncovered and requiring removal due to rain shall be at the contractor's expense unless approved by the engineer.

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

A Description

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.
- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. Ensure that the plan provides the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of all quality control personnel.
 2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process. Also indicate the approximate timing of acceptance testing in relation to the paving operations.

4. The segment locations of each profile run used for acceptance testing.
5. Traffic Control Plan

C.2 Personnel

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

C.3 Equipment

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

C.4 Testing

C.4.1 Run and Reduction Parameters

- (1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.
<http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf>

C.4.2 Contractor Testing

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

1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.

The department will categorize each standard or partial segment as follows:

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

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

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.

- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Also, the contractor shall prepare the ProVAL Ride Quality Module Reports, showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 200 in/mile. Use ride quality module report as follows:

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

The ProVAL software is available for download at:

<http://www.roadprofile.com>.

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

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

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

C.5 Corrective Actions

C.5.1 General

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

C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may

direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones.

- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 in/mile and do one of the following for each location:
 1. Direct the contractor to correct the area to minimize the effect on the ride.
 2. Leave the area of localized roughness in place with no pay reduction.
 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

Localized Roughness IRI (in/mile)	Pay Reduction^[1] (dollars)
> 200	(Length in Feet) x (IRI – 200)

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

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

C.5.3 Corrective Actions for Excessive IRI

- (1) If an individual segment IRI exceeds 140 in/mile for HMA I, HMA II, and PCC II pavements after correction for localized roughness, the engineer may require the contractor to correct that segment. Correct the segment final surface as follows:
 - HMA I: Correct to an IRI of 60 in/mile using whichever of the following methods as approved by the engineer:
 - Mill and replace the full lane width of the riding surface excluding the paved shoulder.
 - Continuous diamond grinding or fine-tooth milling the full lane width, if required, of the riding surface including adjustment of the paved shoulders.

- HMA II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:
Mill and replace the full lane width of the riding surface excluding the paved shoulder.
Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface including adjustment of the paved shoulders
- PCC II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:
Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond Grinding Special provision contained elsewhere in the contract.
Remove and replace the full lane width of the riding surface.

- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

C.6 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

D Measurement

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

E Payment

E.1 Payment for Profiling

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

E.2 Pay Adjustment

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

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:
 - All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
 - HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
 - Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.
- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.04” as follows:

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

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

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

^[1] The department will not assess a ride disincentive for HMA pavement placed in cold weather because of a department-caused delay as specified in 450.5(4) of the contract additional special provisions (ASP 6).

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

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

31. Safety Edge

Construct Safety Edge according to standard spec 450.3.2.11 along all STH 26 HMA shoulders.

32. Asphaltic Pavement Jointing.

In areas with centerline rumble strips, construct a vertical joint, perpendicular to the surface of the underlying layer, on the first pass of the final lift of HMA pavement. In lower lifts in centerline rumble strip areas, and all other portions of the project, construct notched and tapered joints in accordance to standard spec 450.3.2.8.

33. Hot Mix Asphalt Pavement.

The aggregates for lower layers of pavement less than 2 ¼” shall conform to the gradation requirements in standard spec 460.2.2.3, table 460-1, based on a nominal size of 12.5mm.

34. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

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

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:
Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

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

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.

- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

Table 1

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one subplot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its

- reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
 - (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the Non-performance of QMP administrative item.

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

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

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.

- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
460-020 (20100709)

35. Concrete Masonry Endwalls, Item 504.0900.

Add the following to standard spec 504.3, Culverts, Retaining Walls, and Endwalls Construction:

Concrete Masonry Endwalls shall be completed within 7 calendar days from the installation of each culvert pipe or box culvert location.
(NER12-0207)

36. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

Furnish notched conventional metal “T” or “U” shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

616-030 (20070510)

37. Traffic Control.

Perform this work in accordance to the requirements of standard spec 643, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Cover existing signs which conflict with traffic control as directed by the engineer.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

38. Locating No-Passing Zones, Item 648.0100.

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

39. Adjusting Manhole Covers with Rubber Rings, Item SPV.0060.01.

A Description

Provide and set rubber grade rings for manhole covers to final grade, along with adjusting the castings to final grade, in accordance to the applicable provisions of standard spec 611 and as hereinafter provided.

B Materials

Furnish materials in accordance to the applicable provisions of standard spec 611.

Furnish rubber grade rings from the department's approved list that have a flat and/or tapered configuration of a size that closely matches the inside and outside dimensions of circular or rectangular structures.

Joint sealant shall be in accordance to the rubber grade ring manufacturer recommendations. In lieu of a recommended sealant, a joint sealant, cold-applied, shall conform to ASTM-D-1850 Polyurethane Door, Window and Siding Sealant or PL Premium Polyurethane Concrete and Masonry Sealant or equivalent.

C Construction

Adjust manhole covers in accordance to the applicable provisions of standard spec 611.

Install rubber grade rings individually or in combination not to exceed 4 inches in height and locate at the casting. If more than 4 inches of adjustment is necessary, use one concrete ring, 4 inches or more in height, with rubber rings on top of the concrete ring. Final casting placement shall conform to the finished crown of the road. Where a 4-inch concrete ring is needed, do not shim or mortar the concrete ring in order to meet the desired elevation and/or crown and slope of the proposed roadway. Taper the rubber grade rings to match the slope of the crown and profile of the road. Ensure that the concrete and metal surfaces to receive sealing compound are clean, dry and free of grease or oils. Bond the rubber grade rings to adjacent surfaces by laying a continuous bead 5/16-inch thick joint sealant on the top surface of the concrete of the bottom surface of the grade ring on a diameter 1-inch smaller than the outside diameter of the rubber grade ring. Where more than one grade ring is required, apply a continuous bead of sealant as above. Then apply sealant to the top surface of the grade ring and set the casting firmly in place taking care to properly center it over the structure opening and ensuring a firm contact between the casting and the grade ring. Exercise care in backfilling around grade rings and casting prior to joint sealant being fully cured.

Use concrete rings of a size that closely matches the inside and outside dimensions of the structures. If more than 4 inches of adjustment is necessary, use one concrete ring 4 inches or more in height with a maximum of one 2-inch concrete ring on top. Tie concrete rings to the structure using a minimum of two No. 4 rebars, spaced on opposite sides of the structure, when the total thickness of concrete rings is 6-inches or greater. Drill the hole for the bar to a depth of 6 inches into the top of the structure and to such a diameter as to provide a secure fit. The bar shall be of adequate length to secure the concrete rings to the structure without protruding out of the top concrete ring.

Compact around each manhole to prevent settling.

D Measurement

The department will measure Adjusting Manhole Covers with Rubber Rings by each individual manhole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Adjusting Manhole Covers with Rubber Rings	Each

Payment is full compensation for furnishing all work hereinafter described and will be in accordance to standard spec 611.

(NER14-0807)

40. Construction Staking Superelevation Transitions, Item SPV.0060.02.

A Description

This special provision describes contractor-performed construction staking indicating the superelevation transitions in accordance to the applicable provisions of standard spec 650 and as hereinafter provided.

B (Vacant)

C Construction

Prior to pulverization in pulverize and relay sections, or prior to milling in mill and overlay sections, place and maintain lath which indicate the rate of cross-slope changes from normal crown to full superelevation in maximum increments of 0.01 ft/ft in the transverse slope of each lane of travel in the transition areas of all horizontal curves, except those with normal crowns, and as approved by the engineer. The lath slope markings shall be legible from the roadway centerline. The superelevation and runout data is shown in the plan for each superelevated curve. Horizontal alignment and stationing shall be obtained under the bid items Construction Staking, Resurface Reference and Construction Staking, Supplemental Control.

D Measurement

The department will measure Construction Staking Superelevation Transitions as each superelevation transition location, acceptably staked.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Construction Staking Superelevation Transitions	Each

Payment is full compensation for locating and setting all stakes; for relocating and resetting damaged or missing construction stakes; and will be made in accordance to standard spec 650.5.

41. Construction Staking Safety Fence, Item SPV.0090.01.

A Description

This special provision describes staking safety fence in accordance to the pertinent provisions of standard spec 650 and as hereinafter provided.

B (Vacant)

C Construction

Set construction stakes or marks at all break points to establish horizontal location of safety fence along the right-of-way. Locate stakes to within 0.5 feet horizontally. Set and maintain sufficient additional stakes to achieve the required accuracy and to support the method of operations.

D Measurement

The department will measure Construction Staking Safety Fence in length by the linear foot, acceptably completed, measured once along the fence.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Construction Staking Safety Fence	LF

Payment is full compensation for this work and will be made in accordance to standard spec 650.5.

42. Pavement Marking Grooved Wet Reflective Epoxy 4-Inch, Item SPV.0090.02.

A Description

This special provision describes furnishing, grooving, and installing wet reflective epoxy pavement marking as shown on the plans, in accordance to standard spec 646, and as hereinafter provided.

B Materials

Furnish a 20 mils application of modified epoxy binder pavement marking, LS65, HPS-4 or Mark 55.4 in a grooved slot. Provide a double drop system of 5.3 pounds per gallon of 3M elements Series 70E wet reflective beads for white marking and 71E for yellow markings and Utah Performance beads mixture at a drop rate of 12-22 pounds per gallon:

Utah Bead Gradation

US Mesh	Percent Passing (ASTM D1214)
18	65-80
20	
25	
30	30-50
40	
50	0-5

Replace standard spec 646.2.3 (1) with the Utah Bead Gradation listed above. This product shall achieve a minimum of 250 mcd, initial, and 80 mcd, for white after one year from placement, per ASTM E 2177, 45 seconds after the pavement marking is wetted.

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of the wet reflective epoxy/bead marking.

Plane the grooved lines in accordance to details in the plan. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove. Remove lane line and center line pavement markings during the grooving process.

C.2 Groove Depth for Asphalt

Cut the groove to a depth of 80 mils $\pm$ 10 mils from the pavement surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Depth for Concrete

Cut the groove to a depth of 60 mils $\pm$ 10 mils from the pavement surface or, if tined from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.4 Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the pavement marking.

C.5 Groove Position

Position the groove edge in accordance to SDD 15C 8 sheet a. If necessary, groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the pavement marking segment. Achieve straight alignment with the grooving equipment.

C.6 Groove Cleaning

C.6.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C. 6.2 New Asphalt

Groove pavement five or more days after paving.

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

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

C. 6.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

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

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Epoxy (Width) in length by the linear foot, placed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Pavement Marking Grooved Wet Reflective Epoxy 4-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the epoxy, 3M elements and beads; and for removing existing or temporary marking, if necessary.

43. Test Rolling, Item SPV.0170.01.

A Description

This special provision describes testing the stability of the finished earth subgrade by rolling with a tri-axle dump truck, restoring all soft or yielding areas evidenced by the test rolling, and retesting as determined by the engineer.

B Equipment

Fully load a tri-axle dump truck to within 3 tons of the vehicle legal load limit and provide a minimum gross vehicle weight of 30 tons. Uniformly inflate all tires to the pressure recommended by the manufacturer for the applicable wheel load.

C Construction

Completely compact and shape the subgrade to approximate grade and cross-section; but not yet staked for blue top grades for areas to be tested. Test roll at normal walking speed under the direction of the engineer or his representative.

Roll the earth subgrade at a width equal to the finished base course width. Make multiple passes throughout the length of the subgrade test area. Center each pass on a proposed lane or applicable shoulder. When the shoulder width is less than 8 feet, the engineer will determine the number and location of passes required such that any wheel track will be within 3 to 4 feet of the previous adjacent wheel track.

Repair and consolidate any soft or yielding areas or depressions evidenced under the action of the test rolling to withstand retesting. Excavate and replace any unstable material from the roadbed with selected materials. Correct any yielding subgrade areas discovered during the test rolling operations prior to blue top staking and finish grading operations. Perform corrective work in accordance to the standard specifications.

D Measurement

The department will measure Test Rolling by the station, acceptably completed along the roadway centerline or reference line. The department will measure two or more separate roadways by the station along each separate roadway as designated on the plans.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0170.01	Test Rolling	STA

Payment is full compensation for performing the Test Rolling; for any preparation of the subgrade, including the furnishing and incorporation of water, if required; for retesting as determined by the engineer; and for restoring the subgrade.
(NER11-0127)

44. QMP Pulverize and Relay Compaction, Item SPV.0180.01.

A Description

- (1) This special provision modifies the compaction and density testing documentation requirements of work done under the Mill and Relay Pavement and Pulverize and Relay bid items. Conform to standard specs 325 and 330 as modified in this special provision.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of a milled and re-laid and pulverized and re-laid base which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>

- (4) This special provision applies to Mill and Relay and Pulverize and Relay material placed on both the mainline traveled way and its adjacent mainline shoulders in accordance to the typical finished sections. Unless otherwise specified by the contract; all Mill and Relay and Pulverize and Relay material placed on side roads, private and public entrances, ramps, tapers, turn lanes, and other locations not described as the mainline traveled way and its adjacent mainline shoulders is exempt from the compaction and density requirement modifications and testing contained within this special provision.

B (Vacant)

C Construction

C.1 General

Replace paragraph (4) of standard spec 325.3 and standard spec 330.3 with the following:

- (4) Re-laid material will be accepted for compaction on a target density lot basis. Compact the re-laid material to a minimum of 93.0% of the material target density. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction. (4) The material target density will be identified using the average of 10 random control strip wet density measurements as described in section C.2.4.1.

Field density tests will not be considered for lot acceptance on the basis of compaction under the requirements of this provision until the moisture content of the in-place material is within -2.0 or +4.0 percentage points of the average moisture content of the 10 density tests representing a control strip.

C.2 Quality Management Program

C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not construct any re-laid base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.

3. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
4. Location of the QC laboratory, retained sample storage, and other documentation.
5. A summary of the locations and calculated quantities to be tested under this provision.

C.2.2 Personnel

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

C.2.3 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at:
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>
- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) Conform to ASTM D 6938 and CMM 8.15 for density testing and gauge monitoring methods. Determine the moisture correction value as shown in CMM 8.15, except the one-point Proctor tests of the 5 random tests is not required. Determine natural moistures in the laboratory.
- (5) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted Direct Transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches; not to exceed the depth of the compacted layer being tested. Perform each test for 4 minutes of nuclear gauge count time.

C.2.4 Contractor Testing

- (1) Perform compaction testing on the mainline re-laid material, as defined in section A paragraph (4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.2.
- (2) Select test sites randomly using ASTM Method D3665. Do not test less than 1 ½ feet from the unsupported edge of the base layer.

C.2.4.1 Contractor Required Quality Control (QC) Testing

- (1) Conduct testing at a minimum frequency of one test per lot. A lot will consist of each 3000 SY, of each layer with a minimum lift thickness of 2", of milled and pulverized material re-laid; regardless of location. Each lot of in-place mainline re-laid material will be accepted for compaction when the lot field density meets the required minimum 93.0% of target density, or for lots not achieving 93.0% of target density in accordance to C.2.6.
- (2) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective action in accordance to C.2.6. Deliver documentation of all compaction testing results to the engineer at the time of testing.

C.2.4.1.1 Target Density Determination

- (1) Construct a control strip to identify the target wet density for the re-laid material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
 1. The final layer thickness changes in excess of 2.0 inches.
 2. The percent of target density is less than 90% or exceeds 105.0%; and is outside the range of the 10 random measurements defining the control strip; on three consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to relay and compact the milled and/or pulverized material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.

- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations, at least 1 ½ feet from the edge of the base. Subsequent density measurements will be taken at the same 3 locations.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take density measurements at the 3 marked locations. Continue compacting and testing until the increase in density measurements is less than 2.0 lb/ft³, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located density measurements within the limits of the control strip, at least 1 ½ feet from the edge of the base. The final measurements recorded at the 3 locations under article paragraph (6) of this section may be included as 3 of the 10 measurements. Average the 10 measurements to obtain the control strip target density and target moisture.

C.2.4.2 Optional Contractor Assurance (CA) Testing

- (1) CA Testing is optional and is conducted to further validate QC testing. The contractor may submit recorded CA data to provide additional information for the following:
 1. Process control decisions
 2. Troubleshooting possible sampling, splitting, or equipment problems.
 3. Limiting liability and/or corrective action limits as a result of QV or QC testing. These provisions do not supersede the department's rights under 107.16
- (2) CA testing used to limit liability and/or corrective action limits must conform to all the requirements of required contractor QC testing, with the exclusion of a required test frequency.

C.2.5 Department Testing

C.2.5.1 General

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

C.2.5.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the contractor required density tests.
- (3) The department will locate nuclear density test locations independent of the contractor's QC work, collecting one test at each QV location.

- (4) The department will conduct QV tests with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will utilize contractor control strip target density testing results for determination of the material target density.
- (6) The department will assess QV test results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions in accordance to C.2.6 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved.

C.2.5.3 Independent Assurance (IA)

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.5.4.

C.2.5.4 Dispute Resolution

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

engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.2.6 Corrective Action

- (1) Lots not achieving 93.0% of target density may be addressed and accepted for compaction in accordance to the requirements of this section. Unless otherwise stated, the actions taken to address an unacceptable lot must be applied to the entire lot.

Passing CA test results in accordance to section C.2.4.2, will reduce the limits of lot investigations and/or corrective actions.

- (2) At no additional cost to the department, investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings in accordance to ASTM D 6938. Correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within -2.0 or +4.0 percentage points of the target moisture content for the control strip; and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations; will be, at no additional cost to the department, compacted a minimum of one more pass using equipment and methods representative of the operations used to mill or pulverize and relay the material; and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft^3 continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft^3 , the lot is accepted as satisfying the compaction requirements of this provision.
- (4) Lots with moisture contents within -2.0 or +4.0 percentage points of the target moisture content for the control strip; and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations; will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material or others to be completed and paid for in accordance to 301.5 of the Standard Specifications; or may request, at no additional cost to the department, an additional pass of compactive effort using equipment and methods representative of the operations used to mill or pulverize, relay, and compact the base and density test.

1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft³ in a lot, continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft³, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
 2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds 93.0% of target density the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve 93.0% of target density, at no additional cost to the department, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to mill or pulverize, relay, and compact the base; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (5) Lots with moisture contents not within -2.0 or +4.0 percentage points of the target moisture content for the control strip; shall receive contractor performed and documented corrective action; including additional density testing; at no additional cost to the department.
 - (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until 93.0% of target density is achieved; or an alternate compaction acceptance criteria is met in accordance to this section.

D Measurement

- (1) The department will measure QMP Mill and Relay Compaction and QMP Pulverize and Relay Compaction by the SY.
- (2) The measured SY of QMP Mill and Relay Compaction and QMP Pulverize and Relay Compaction equals the SY of Mill and Relay and/or Pulverize and Relay, acceptably completed; regardless of material location, density testing eligibility, or number of lifts with which it is completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	QMP Pulverize and Relay Compaction	SY

- (2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for Milling and Relaying or Pulverizing and Relaying material under the appropriate standard specification bid item.

45. Excavation, Hauling, and Disposal of Contaminated Soil and Management of Contaminated Groundwater, Item SPV.0195.01.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of contaminated soil at a WDNR approved disposal facility. The closest WDNR approved disposal facility is:

Advanced Disposal Services Glacier Ridge LLC
N7296 Highway V
Horicon, WI 53032
(920) 387-0615

Waste Management Valley Trail RDF
N9101 S Willard Rd
Berlin, WI 54923
(920) 361-4995

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

This special provision also describes pumping and disposing of contaminated groundwater (if dewatering is necessary).

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, as supplemented herein. Perform all work necessary to control, handle, and dispose of groundwater and surface water, and all other water that may be encountered within contaminated areas, as required for performance of the work.

A.2 Notice to the Contractor – Contaminated Soil and Groundwater Locations

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required.

1. Station 365+75 to Station 366+25, LT of reference line (STH 26 and CTH T).

Petroleum-contaminated soil and groundwater (if dewatering is necessary) is present at the following location:

1. Station 232+50 to Station 234+00, and Station 19+00 to Station 20+25, within project limits (STH 26 and CTH TC).

Contaminated soils and/or groundwater and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soils and/or groundwater and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer and the environmental consultant. Contaminated soil and/or groundwater at other locations shall be managed by the contractor under this contract. USTs will be removed by others.

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Daniel Haak
Address: TRC Environmental Corporation
708 Heartland Trail, Suite 3000, Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: dhaak@trcsolutions.com

A.3 Coordination

Coordinate work under this Contract with the environmental consultant retained by the department:

Consultant: TRC Environmental Corporation
Contact: Mr. Dan Haak
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: dhaak@trcsolutions.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the disposal facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and

4. Obtaining the necessary approvals for disposal of contaminated soil from the disposal facility.
5. Identifying contaminated groundwater to be pumped for treatment and disposal (if dewatering is necessary).

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Identify the WDNR approved disposal facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the disposal facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed. Do not transport contaminated soil or pump contaminated groundwater offsite without prior approval from the environmental consultant.

A.4 Protection of Groundwater Monitoring Wells

Groundwater monitoring wells, including lost or improperly abandoned wells, may be present within the construction limits. Notify the environmental consultant when groundwater monitoring wells are encountered. Protect all groundwater monitoring wells to maintain their integrity. If required by the environmental consultant, adjust wells that do not conflict with utilities, structures, curb and gutter, etc. to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant, or for wells that require abandonment, the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

Coordinate with the environmental consultant to ensure that the environmental consultant is present to abandon and/or document the location of the groundwater monitoring wells during excavation activities.

A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further

information regarding the investigations, including waste characterization within the project limits, contact Kathie VanPrice with the department, at (920) 492-7175.

A.6 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, expect to encounter soil and groundwater contaminated with petroleum products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

Disposal of contaminated soil at the disposal facility is subject to the facility's safety policies, which include as a minimum:

1. No smoking is allowed on-site.
2. Maximum speed limit of 15 mph on access roads and 5 mph while in active area.
3. All persons entering the active area must wear the following personal protective equipment: hard hats, high visibility clothing, steel toed work boots, safety glasses, and seat belts.
4. Minimum requirement for spacing is as follows:
 - a. A minimum 15 foot Safety Zone is required between landfill equipment and all personnel at all times.
 - b. Do not back up directly behind the compactor or dozer.
 - c. Trucks must yield the right-of-way to landfill equipment.
 - d. 15 feet required between trucks.
5. Only the driver can exit the truck and must stay within 4 feet of the truck. Use of Spotter is prohibited. Helper (if any), must remain in vehicle while unloading.
6. Tailgates of all vehicles may only be opened while in the active area and must be closed prior to exiting the active area.
7. Cleaning out vehicles must be done in designated area, not in the active area. Vehicles must be properly locked out / tagged out in accordance to OSHA during the clean out process.
8. No scavenging is allowed.
9. Horseplay is prohibited.

Violation of the landfill's safety policy will result a verbal or written warning explaining this policy and may result in the loss of dumping privileges.

Immediately report all accidents and injuries at the disposal facility to landfill management.

B (Vacant)

C Construction

Add the following to standard spec 205.3:

The environmental consultant will periodically examine excavated soil during excavations in the areas of known soil contamination within the construction limits.

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated and to ensure that excavations do not extend beyond the minimum required to construct utilities and highway improvements unless expressly directed to do so by the engineer.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite disposal or can be beneficially re-used on-site. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated for disposal as follows:

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level contaminated material for reuse as fill within the construction limits, or
- Contaminated soil for off-site disposal at the WDNR-licensed disposal facility, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 100 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste,

by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for off-site disposal to the DNR approved disposal facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity in accordance to applicable state and federal regulations.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated areas.

Contaminated groundwater generated from dewatering activities within the contaminated areas may exceed the surface water discharge limits for petroleum volatile organic compounds (PVOCs) specified in the WDNR's "General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System" for "Contaminated Groundwater from Remedial Action Operations" (WPDES Permit No. WI-0046566-5), Table 3.1.

Coordinate pumping activities with the environmental consultant who will have a tanker onsite to remove contaminated water that exceed surface water discharge limits, as determined by the environmental consultant, from the excavation as necessary to complete construction. Allow contaminated water encountered, but not requiring removal as a standard course of construction, to remain in-place and do not manage in accordance to this special provision.

As an alternative, temporary holding tanks may be used to pump contaminated water that exceeds surface water discharge limits, as determined by environmental consultant, into for treatment and disposal at an approved facility, as necessary to complete construction.

The environmental consultant will coordinate approval of contaminated water hauling and disposal. Only pump contaminated groundwater if the environmental consultant is on-site.

Discharging contaminated groundwater to any location other than that approved and provided by the environmental consultant, is at the contractor's cost. If the contractor chooses alternate discharge, at the contractor's cost, obtain WDNR concurrence on any

dewatering plans, and provide and operate any and all treatment and discharge equipment required.

Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated. Take measures to limit groundwater, surface water, and precipitation from entering and exiting excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Contaminated Soil and Management of Contaminated Groundwater in tons of contaminated soil accepted by the disposal facility as documented by weight tickets generated by the disposal facility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Excavation, Hauling, and Disposal of Contaminated Soil and Management of Contaminated Groundwater	Ton

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; tipping fees including applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and for dewatering of soils prior to transport, if necessary.

46. QMP Base Aggregate Dense 1 1/4-inch Compaction, Item SPV.0195.02.

A Description

- (1) This special provision modifies the compaction and density testing documentation requirements of work done under the Base Aggregate Dense 1 1/4-inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing,

and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.

- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) This special provision applies to Base Aggregate Dense 1 1/4-inch material placed on both the mainline traveled way and its adjacent mainline shoulders in accordance to the typical finished sections. Unless otherwise specified by the contract; all Base Aggregate Dense 1 1/4-inch material placed on side roads, private and public entrances, ramps, tapers, turn lanes, and other locations not described as the mainline traveled way and its adjacent mainline shoulders is exempt from the compaction and density requirement modifications and testing contained within this special provision.

B (Vacant)

C Construction

C.1 General

- (1) The engineer shall approve the grade prior to placement of the base. Approval of the grade shall be in accordance to applicable provisions of the Standard Specifications.

Add the following to standard spec 305.3.2.2:

- (3) Compact the 1 1/4-inch dense graded base to a minimum of 93.0% of the material target density. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction. (4) The material target density will be identified using one of the following methods:
 1. For 1 1/4-inch dense graded base composed of $\leq 20\%$ reclaimed asphaltic pavement (RAP) or crushed concrete (RCA); as determined by classification of material (aggregate or RAP and/or RCA), and percentage by weight of each material type, retained on the No. 4 Sieve; maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles as determined by AASHTO T224; modified to require determination of Bulk Specific Gravity (G_m) in accordance to AASHTO T 85, Bulk Specific Gravities determined in accordance to standard spec 106.3.4.2.2 for aggregate source approval may be utilized
 2. For 1 1/4-inch dense graded base composed of $>20\%$ RAP or RCA; as determined by classification of material (aggregate or RAP and/or RCA), and percentage by weight of each material type, retained on the No. 4 Sieve; the contractor's option of:

- a. Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles as determined by AASHTO T224; modified to require determination of Bulk Specific Gravity (G_m) in accordance to AASHTO T 85.
 - b. Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content under the Method D specified compaction, and with correction for coarse particles as determined by AASHTO T224; modified to require determination of Bulk Specific Gravity (G_m) in accordance to AASHTO T 85.
 - c. Average of 10 random control strip wet density measurements as described in section C.2.4.1.
- (4) Base aggregate dense 1 1/4-inch will be accepted for compaction on a target density lot basis.
 - (5) Field density tests on materials using contractor elected target density methods C.1(3).2.b or C.1(3).2.c will not be considered for lot acceptance on the basis of compaction under the requirements of this provisions until the moisture content of the in-place material is less than 2.0 percentage points above of the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively.

C.2 Quality Management Program

C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
 - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 - 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
 - 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 - 4. Descriptions of stockpiling and hauling methods.

5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.

C.2.2 Personnel

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

C.2.3 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at:
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>
- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods; conform to ASTM D 6938 and CMM 8.15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density method C.1(3).1 compute dry densities for dense graded base composed of $\leq 20\%$ RAP or RCA, according to ASTM D 6938.
- (6) For contractor elected target density method C.1(3).2.a compute dry densities of dense graded base composed of $>20\%$ RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value; for each Proctor produced under the requirements of C.2.4; using the moisture bias, as shown in CMM 8.15.4.1, except the one-point Proctor tests of the 5 random tests is not required. Determine natural moistures in the laboratory.

- (7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted Direct Transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches; not to exceed the depth of the compacted layer being tested. Perform each test for 4 minutes of nuclear gauge count time.

C.2.4 Contractor Testing

- (1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.2. Conform to CMM 8.15 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Do not test less than 1 ½ feet from the unsupported edge of the dense graded base layer. Test sites must be located within the mainline traveled way or the traveled way's adjacent mainline shoulder.

C.2.4.1 Contractor Required Quality Control (QC) Testing

- (1) Conduct testing at a minimum frequency of one test per lot. A lot will consist of each 1500 tons, of each layer with a minimum lift thickness of 2", of base aggregate dense 1 1/4-inch material placed; regardless of location of placement. Each lot of in-place mainline, as defined by A.(4), 1 1/4-inch base aggregate dense material will be accepted for compaction when the lot field density meets the required minimum 93.0% of target density, or for lots not achieving 93.0% of target density in accordance to C.2.6.
- (2) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective action in accordance to C.2.6. Deliver documentation of all compaction testing results to the engineer at the time of testing.

C.2.4.1.1 Target Density Determination

C.2.4.1.1.1 Density Control Strip Method

- (1) For contractor elected target density method C.1(3).2.c; construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.

- (4) Construct additional control strips, at a minimum, when:
1. The gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
 2. The source of base aggregate changes.
 3. The percentage of blended recycled materials; from classification of material retained on the No. 4 sieve; in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
 4. The layer thickness changes in excess of 2.0 inches.
 5. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4-inch base aggregate dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations, at least 1 1/2 feet from the edge of the base. Subsequent density measurements will be taken at the same 3 locations.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take density measurements at the 3 marked locations. Continue compacting and testing until the increase in density measurements is less than 2.0 lb/ft³, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located density measurements within the limits of the control strip, at least 1 1/2 feet from the edge of the base. The final measurements recorded at the 3 locations under article C.2.4.1.1.1(6) may be included as 3 of the 10 measurements. Average the 10 measurements to obtain the control strip target density and target moisture for use in contractor elected method C.1(3).2.c.

C.2.4.1.1.2 Maximum Wet and/or Dry Density Methods

- (1) For contractor elected target density methods C.1(3).2.a, C.1(3).2.b, and contractually specified target density method C.1(3).1; perform one gradation and 5-point Proctor test before placement of 1 1/4-inch dense graded base. Perform additional gradations every 3000 tons. If sampling requirements are identical, samples/testing performed for

the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.

- (2) Perform additional 5-point Proctor tests, at a minimum, when:
 - 1. The gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
 - 2. The source of base aggregate changes.
 - 3. The percentage of blended recycled materials ; from classification of material retained on the No. 4 sieve; in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
 - 4. Percent target density exceeds 103.0% on two consecutive density tests.
- (3) Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.
- (4) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for seven calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

C.2.4.2 Optional Contractor Assurance (CA) Testing

- (1) CA Testing is optional and is conducted to further validate QC testing. The contractor may submit recorded CA data to provide additional information for the following:
 - 1. Process control decisions
 - 2. Troubleshooting possible sampling, splitting, or equipment problems.
 - 3. Limiting liability and/or corrective action limits as a result of QV or QC testing. These provisions do not supersede the department's rights under standard spec 107.16
- (2) CA testing used to limit liability and/or corrective action limits must conform to all the requirements of required contractor QC testing, with the exclusion of a required test frequency.

C.2.5 Department Testing

C.2.5.1 General

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

C.2.5.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required gradation, density and proctor contractor tests.
- (3) The department will locate gradation, proctor and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will split each QV sample, test half for QV, and retain the remaining half for 7 calendar days.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will utilize control strip target density testing results in lieu of QV proctor sampling and testing when the contractor elected C.1(3).2.c target density method is used.
- (6) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions in accordance to C.2.6 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved.

C.2.5.3 Independent Assurance (IA)

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in

resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.5.4.

C.2.5.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.2.6 Corrective Action

- (1) Lots not achieving 93.0% of target density may be addressed and accepted for compaction in accordance to the requirements of this section. Unless otherwise stated, the actions taken to address an unacceptable lot must be applied to the entire lot.

Passing CA test results in accordance to section C.2.4.2, will reduce the limits of lot investigations and/or corrective actions.

- (2) At no additional cost to the department, investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings in accordance to ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.4.1, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods C.1(3).1, C.1(3).2.a, or C.1(3).2.b ; or within 2.0 percentage points of the target moisture content for target density method C.1(3).2.c; and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations; will be, at no additional cost to the

department, compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.

- (4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods C.1(3).1, C.1(3).2.a, or C.1(3).2.b ; or within 2.0 percentage points of the target moisture content for target density method C.1(3).2.c; and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations; will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material or others to be completed and paid for in accordance to standard spec 301.5; or may request, at no additional cost to the department, an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.
 1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft³ in a lot continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft³, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
 2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds 93.0% of target density the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve 93.0% of target density, at no additional cost to the department, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods C.1(3).1, C.1(3).2.a, or C.1(3).2.b; or in excess of 2.0 percentage points above or below the target moisture content for

target density method C.1(3).2.c; shall receive contractor performed and documented corrective action; including additional density testing; at no additional cost to the department.

- (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until 93.0% of target density is achieved; or an alternate compaction acceptance criteria is met in accordance to this section.
- (7) Field moisture contents of materials tested using contractor elected target density methods C.1(3).2.b or C.1(3).2.c cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods C.1(3).2.b or C.1(3).2.c will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

D Measurement

- (1) The department will measure QMP Base Aggregate Dense 1 1/4-inch Compaction by the ton, acceptably completed. The measured tons of QMP Base Aggregate Dense 1 1/4-inch Compaction equals the tons of Base Aggregate Dense 1 1/4-inch acceptably completed, regardless of placement location and density testing eligibility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.02	QMP Base Aggregate Dense 1 1/4-inch Compaction	TON

- (2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing the aggregate under the Base Aggregate Dense 1 1/4-inch bid item.

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 10 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

6. Bidder's Appeal Process

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

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

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

7. Department's Criteria for DBE Participation

Department's DBE List

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

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

<http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

LET DATE & TIME

DATE: MONTH DAY YEAR

CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- .. Yes, we will be quoting on the projects and items listed below
- .. No, we are not interested in quoting on the letting or its items referenced below
- .. Please take our name off your monthly DBE contact list
- .. We have questions about quoting this letting. Please have some one contact me at this number

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.If there are further questions please direct them to the prime contractor's contact person at phone number.

**APPENDIX B
BEST PRACTICES FOR PRIME CONTRACTOR & DBE
SUBCONTRACTOR GOOD FAITH EFFORT**

This list is not a set of requirements; it is a list of potential strategies

Primes

- Ø Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office
- Ø Host information sessions not directly associated with a bid letting;
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Ø Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Ø Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Ø Participate in DBE office assessment programs
- Ø Participate on advisory and mega-project committees
- Ø Sign up to receive the DBE Contracting Update
- Ø Consider membership in relevant industry or contractor organizations
- Ø Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, Prime Contractors can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "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 standard specifications:

450.3.2.1 General

Replace the entire text with the following effective with the January 2015 letting:

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects on or north of STH 29 between May 1 and October 15 inclusive and for projects south of STH 29 between April 15 and November 1 inclusive. Notify the engineer at least one business day before paving.
 - (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
 - (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.
-

450.5 Payment

Replace the entire text with the following effective with the January 2015 letting:

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
 - (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
 - (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
 - (4) The contractor is responsible for pavement performance. If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
 - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.
-

455.3.2.1 General

Replace paragraphs one and two with the following effective with the January 2015 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the December 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 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	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-0.3 and E-3 mixes.

^[2] 15.5 for E-0.3 and E-3 mixes.

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.3.4 Cold Weather Paving**460.3.4.1 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
- Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process.
 - Use additional rollers.

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

460.3.4.2 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

460.4 Measurement

Add paragraph two as follows effective with the January 2015 letting:

- (2) The department will measure HMA Cold Weather Paving by the ton of HMA mixture for pavement placed conforming to an engineer-accepted cold weather paving plan.

460.5.1 General

Revise paragraph one as follows effective with the January 2015 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.1100	HMA Pavement Type E-0.3	TON
460.1101	HMA Pavement Type E-1	TON
460.1103	HMA Pavement Type E-3	TON
460.1110	HMA Pavement Type E-10	TON
460.1130	HMA Pavement Type E-30	TON
460.1132	HMA Pavement Type E-30X	TON
460.1700	HMA Pavement Type SMA	TON
460.2000	Incentive Density HMA Pavement	DOL
460.4000	HMA Cold Weather Paving	TON

460.5.2.2 Disincentive for HMA Pavement Density

Revise paragraph two as follows effective with the January 2015 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

460.5.2.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.5.2.4 Cold Weather Paving

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

465.2 Materials

Replace paragraph two with the following effective with the December 2014 letting:

- (2) Under the other section 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

Bid Items Added

Add the following new bid item effective with the January 2015 letting:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

Errata

Make the following corrections to the standard specifications:

501.3.2.4.4 Water Reducer

Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.

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>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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>

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

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

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

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

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

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

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

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

II. PAYROLL REQUIREMENTS

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

III. POSTINGS AT THE SITE OF THE WORK

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

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

IV. WAGE RATE REDISTRIBUTION

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

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

V. ADDITIONAL CLASSIFICATIONS

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

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

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

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

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
FOND DU LAC 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.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.77	16.92	47.69
Carpenter	30.48	15.90	46.38
Cement Finisher	32.65	17.32	49.97
Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	37.25	16.30	53.55
Fence Erector	22.15	2.88	25.03
Ironworker	31.25	19.46	50.71
Line Constructor (Electrical)	38.25	16.28	54.53
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	21.60	8.52	30.12
Teledata Technician or Installer	24.75	10.76	35.51
Tuckpointer, Caulker or Cleaner	30.77	16.92	47.69
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.51	51.01
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	34.22	19.90	54.12
Three or More Axle	26.87	15.10	41.97
Articulated, Euclid, Dumptor, Off Road Material Hauler	29.27	20.40	49.67
Future Increase(s): Add \$1.75/hr on 6/1/14; Add \$1.25/hr on 6/1/15; Add \$1.30/hr on 6/1/16; Add \$1.25/hr on 6/1/17.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Pavement Marking Vehicle	26.87	15.10	41.97
Shadow or Pilot Vehicle	34.22	19.90	54.12
Truck Mechanic	26.87	15.10	41.97
LABORERS			
General Laborer	29.04	14.63	43.67
Future Increase(s): Add \$1.60/hr on 6/1/2014.			
Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer.			
DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	19.00	0.00	19.00
Landscaper	29.04	14.63	43.67
Future Increase(s): Add \$1.60/hr on 6/1/14.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	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 rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	11.35	29.66
Railroad Track Laborer	23.46	13.88	37.34

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm .	36.72	20.40	57.12
Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm .	36.22	20.40	56.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches	35.72	20.40	56.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$

& A- Frames.			
Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	35.46	20.40	55.86
Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	35.17	20.40	55.57
Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			

Fiber Optic Cable Equipment.	26.69	16.65	43.34

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$29.04	14.53	1 & 2 Axles	25.18	18.31	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	29.14	14.53	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.38	18.31	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	29.19	14.53				
Group 4:	Line and Grade Specialist	29.39	14.53				
Group 5:	Blaster and Powderman	29.24	14.53				
Group 6:	Flagperson; Traffic Control	25.67	14.53				

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.
Unlisted classifications needed for work not included within the scope of the classifications listed
may be added after award only as provided in the labor standards contract clauses (29 CFR,
5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015.

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.77	16.62
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	28.72	23.47
Cement Mason/Concrete Finisher	31.52	16.30
Electrician	See Page 3	
Line Construction		
Lineman.....	40.81	32% + 5.00
Heavy Equipment Operator	38.77	32% + 5.00
Equipment Operator.....	32.65	32% + 5.00
Heavy Groundman Driver.....	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman.....	22.45	32% + 5.00
Painters	22.82	11.52
Well Drilling:		
Well Driller.....	16.52	3.70

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$37.72	\$20.93	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator.	\$36.72	\$20.93
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer.	\$37.22	\$20.93	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$36.46	\$20.93
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$36.17	\$20.93
			Group 6: Off - road material hauler with or without ejector	\$30.27	\$20.93
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 2, 2015

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1	\$29.00	26.5%+ 9.15		
Area 2:				
Electricians.....	30.59	18.43	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000	26.24	16.85		
Electrical contracts over \$130,000	29.41	16.97		
Area 4:	28.50	28.75% + 9.27		
Area 5	28.96	24.85% + 9.70		
Area 6	35.25	19.30	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	31.10	24.95% + 10.41	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	34.82	19.575		
Area 10	29.64	20.54	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 11	32.54	24.07		
Area 12	32.87	19.23	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13	33.93	22.67		
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician	22.50	12.72		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician	25.63	17.21	Area 14 -	Statewide.
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.		Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150310019PROJECT(S):
1110-10-71
1114-09-71
1114-10-71FEDERAL ID(S):
WISC 2015129
WISC 2015130
WISC 2015131

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 Roadway Items-Hsip Funds

0010	201.0105 Clearing	111.000				
	STA		.		.	
0020	201.0120 Clearing	30.000				
	ID		.		.	
0030	201.0205 Grubbing	111.000				
	STA		.		.	
0040	201.0220 Grubbing	30.000				
	ID		.		.	
0050	203.0100 Removing Small Pipe Culverts	80.000				
	EACH		.		.	
0060	203.0200 Removing Old Structure (station) 01. 168+02	LUMP	LUMP			.
0070	203.0200 Removing Old Structure (station) 02. 232+58	LUMP	LUMP			.
0080	203.0200 Removing Old Structure (station) 03. 238+35	LUMP	LUMP			.
0090	203.0200 Removing Old Structure (station) 04. 265+70	LUMP	LUMP			.

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			DOLLARS	CTS	DOLLARS	CTS
0100	204.0100 Removing Pavement	8,353.000 SY	.		.	
0110	204.0115 Removing Asphaltic Surface Butt Joints	2,975.000 SY	.		.	
0120	204.0120 Removing Asphaltic Surface Milling	328,550.000 SY	.		.	
0130	204.0150 Removing Curb & Gutter	3,190.000 LF	.		.	
0140	204.0155 Removing Concrete Sidewalk	333.000 SY	.		.	
0150	204.0165 Removing Guardrail	3,785.000 LF	.		.	
0160	204.0170 Removing Fence	6,461.000 LF	.		.	
0170	204.0180 Removing Delineators and Markers	54.000 EACH	.		.	
0180	204.0185 Removing Masonry	13.000 CY	.		.	
0190	204.0190 Removing Surface Drains	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0200	204.0220 Removing Inlets	1.000				
		EACH	.		.	
0210	205.0100 Excavation Common	46,430.000				
		CY	.		.	
0220	205.9010.S Grading and Shaping Intersection (location) 01. Neitman Road	LUMP	LUMP			.
0230	205.9010.S Grading and Shaping Intersection (location) 02 .Cth Tc West	LUMP	LUMP			.
0240	205.9010.S Grading and Shaping Intersection (location) 03. Cth Tc East	LUMP	LUMP			.
0250	205.9010.S Grading and Shaping Intersection (location) 04. Cth T West	LUMP	LUMP			.
0260	205.9010.S Grading and Shaping Intersection (location) 05. Cth T East	LUMP	LUMP			.
0270	205.9010.S Grading and Shaping Intersection (location) 06. Bell School Road	LUMP	LUMP			.
0280	205.9010.S Grading and Shaping Intersection (location) 07. Forest Avenue	LUMP	LUMP			.

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			DOLLARS	CTS	DOLLARS	CTS
0290	205.9010.S Grading and Shaping Intersection (location) 08. Triple Kay Road	LUMP	LUMP		.	
0300	205.9010.S Grading and Shaping Intersection (location) 09. Marchant Drive	LUMP	LUMP		.	
0310	205.9010.S Grading and Shaping Intersection (location) 10. Rose Eld Road West	LUMP	LUMP		.	
0320	205.9010.S Grading and Shaping Intersection (location) 11. Fremont Road	LUMP	LUMP		.	
0330	205.9010.S Grading and Shaping Intersection (location) 12. Olden Road East	LUMP	LUMP		.	
0340	205.9010.S Grading and Shaping Intersection (location) 13. Olden Road West	LUMP	LUMP		.	
0350	205.9010.S Grading and Shaping Intersection (location) 14. Frank Road	LUMP	LUMP		.	
0360	208.0100 Borrow	8,765.000 CY	.		.	
0370	208.1100 Select Borrow	7,967.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0380	211.0100 Prepare Foundation for Asphaltic Paving (project) 02. 1114-09-71	LUMP	LUMP			.
0390	211.0100 Prepare Foundation for Asphaltic Paving (project) 03. 1114-10-71	LUMP	LUMP			.
0400	211.0400 Prepare Foundation for Asphaltic Shoulders	24.000 STA		.		.
0410	213.0100 Finishing Roadway (project) 01. 1110-10-71	1.000 EACH		.		.
0420	213.0100 Finishing Roadway (project) 02. 1114-09-71	1.000 EACH		.		.
0430	213.0100 Finishing Roadway (project) 03. 1114-10-71	1.000 EACH		.		.
0440	305.0110 Base Aggregate Dense 3/4-Inch	28,670.000 TON		.		.
0450	305.0120 Base Aggregate Dense 1 1/4-Inch	34,830.000 TON		.		.
0460	305.0500 Shaping Shoulders	1,412.000 STA		.		.
0470	325.0100 Pulverize and Relay	322,000.000 SY		.		.

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			DOLLARS	CTS	DOLLARS	CTS
0480	416.0160 Concrete Driveway 6-Inch	80.000 SY	.		.	
0490	416.0610 Drilled Tie Bars	116.000 EACH	.		.	
0500	416.0620 Drilled Dowel Bars	80.000 EACH	.		.	
0510	416.1710 Concrete Pavement Repair	6.000 SY	.		.	
0520	416.1720 Concrete Pavement Replacement	110.000 SY	.		.	
0530	440.4410.S Incentive IRI Ride	73,820.000 DOL	1.000000		73820.00	
0540	455.0105 Asphaltic Material PG58-28	7,890.000 TON	.		.	
0550	455.0120 Asphaltic Material PG64-28	125.000 TON	.		.	
0560	455.0605 Tack Coat	51,850.000 GAL	.		.	
0570	460.1110 Hma Pavement Type E-10	146,130.000 TON	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0580	460.2000 Incentive Density HMA Pavement	93,540.000 DOL	1.00000		93540.00	
0590	460.4000 HMA Cold Weather Paving	5,400.000 TON	.		.	
0600	465.0110 Asphaltic Surface Patching	80.000 TON	.		.	
0610	465.0120 Asphaltic Surface Driveways and Field Entrances	646.000 TON	.		.	
0620	465.0315 Asphaltic Flumes	419.000 SY	.		.	
0630	465.0425 Asphaltic Shoulder Rumble Strips 2-Lane Rural	142,230.000 LF	.		.	
0640	465.0475 Asphalt Center Line Rumble Strips 2-Lane Rural	71,665.000 LF	.		.	
0650	502.5010 Masonry Anchors Type L No. 6 Bars	78.000 EACH	.		.	
0660	504.0900 Concrete Masonry Endwalls	20.000 CY	.		.	
0670	520.7000 Cleaning Culvert Pipes	4.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0680	520.8000 Concrete Collars for Pipe	22.000 EACH	.		.	
0690	521.0112 Culvert Pipe Corrugated Steel 12-Inch	374.000 LF	.		.	
0700	521.0115 Culvert Pipe Corrugated Steel 15-Inch	211.000 LF	.		.	
0710	521.0118 Culvert Pipe Corrugated Steel 18-Inch	1,564.000 LF	.		.	
0720	521.0124 Culvert Pipe Corrugated Steel 24-Inch	124.000 LF	.		.	
0730	521.0130 Culvert Pipe Corrugated Steel 30-Inch	128.000 LF	.		.	
0740	521.0342 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 42-Inch 4 to 1	2.000 EACH	.		.	
0750	521.0728 Pipe Arch Corrugated Steel 28x20-Inch	26.000 LF	.		.	
0760	521.0742 Pipe Arch Corrugated Steel 42x29-Inch	22.000 LF	.		.	
0770	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	26.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0780	521.1015 Apron Endwalls for Culvert Pipe Steel 15-Inch	16.000 EACH	.		.	
0790	521.1030 Apron Endwalls for Culvert Pipe Steel 30-Inch	10.000 EACH	.		.	
0800	521.1228 Apron Endwalls for Pipe Arch Steel 28x20-Inch	1.000 EACH	.		.	
0810	521.1242 Apron Endwalls for Pipe Arch Steel 42x29-Inch	2.000 EACH	.		.	
0820	521.1518 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 6 to 1	96.000 EACH	.		.	
0830	521.1524 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 24-Inch 6 to 1	6.000 EACH	.		.	
0840	521.1728 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 28x20-Inch 6 to 1	2.000 EACH	.		.	
0850	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	210.000 LF	.		.	
0860	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	148.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0870	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	22.000 LF	.		.	
0880	522.0142 Culvert Pipe Reinforced Concrete Class III 42-Inch	104.000 LF	.		.	
0890	522.0324 Culvert Pipe Reinforced Concrete Class IV 24-Inch	238.000 LF	.		.	
0900	522.0330 Culvert Pipe Reinforced Concrete Class IV 30-Inch	192.000 LF	.		.	
0910	522.0336 Culvert Pipe Reinforced Concrete Class IV 36-Inch	254.000 LF	.		.	
0920	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	.		.	
0930	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	28.000 EACH	.		.	
0940	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	8.000 EACH	.		.	
0950	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	5.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0960	523.0143 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 43x68-Inch	378.000 LF	.		.	
0970	523.0419 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	96.000 LF	.		.	
0980	523.0424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	70.000 LF	.		.	
0990	523.0519 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	2.000 EACH	.		.	
1000	523.0524 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	2.000 EACH	.		.	
1010	523.0543 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 43x68-Inch	4.000 EACH	.		.	
1020	601.0409 Concrete Curb & Gutter 30-Inch Type A	100.000 LF	.		.	
1030	601.0411 Concrete Curb & Gutter 30-Inch Type D	600.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1040	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	3,410.000 LF	.		.	
1050	601.0600 Concrete Curb Pedestrian	65.000 LF	.		.	
1060	602.0410 Concrete Sidewalk 5-Inch	1,705.000 SF	.		.	
1070	602.0505 Curb Ramp Detectable Warning Field Yellow	112.000 SF	.		.	
1080	606.0100 Riprap Light	20.000 CY	.		.	
1090	606.0200 Riprap Medium	135.000 CY	.		.	
1100	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	291.000 LF	.		.	
1110	609.0124 Relaid Storm Sewer 24-Inch	184.000 LF	.		.	
1120	609.0130 Relaid Storm Sewer 30-Inch	8.000 LF	.		.	
1130	609.0136 Relaid Storm Sewer 36-Inch	24.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1140	611.0535 Manhole Covers Type J-Special	19.000 EACH	.		.	
1150	611.0627 Inlet Covers Type HM	1.000 EACH	.		.	
1160	611.0642 Inlet Covers Type MS	2.000 EACH	.		.	
1170	611.3004 Inlets 4-FT Diameter	1.000 EACH	.		.	
1180	611.3902 Inlets Median 2 Grate	1.000 EACH	.		.	
1190	611.8115 Adjusting Inlet Covers	2.000 EACH	.		.	
1200	612.0204 Pipe Underdrain Unperforated 4-Inch	230.000 LF	.		.	
1210	612.0206 Pipe Underdrain Unperforated 6-Inch	230.000 LF	.		.	
1220	612.0700 Drain Tile Exploration	2,300.000 LF	.		.	
1230	614.0305 Steel Plate Beam Guard Class A	243.750 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1240	614.0340 Steel Plate Beam Guard Over Low-Fill Culverts Class A	175.000 LF	.		.	
1250	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	4.000 EACH	.		.	
1260	614.2300 Mgs Guardrail 3	1,912.500 LF	.		.	
1270	614.2310 Mgs Guardrail 3 HS	225.000 LF	.		.	
1280	614.2340 Mgs Guardrail 3 L	200.000 LF	.		.	
1290	614.2500 Mgs Thrie Beam Transition	315.200 LF	.		.	
1300	614.2610 Mgs Guardrail Terminal EAT	16.000 EACH	.		.	
1310	616.0700.S Fence Safety	1,190.000 LF	.		.	
1320	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1110-10-71	1.000 EACH	.		.	
1330	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1114-09-71	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1340	618.0100 Maintenance And Repair of Haul Roads (project) 03. 1114-10-71	1.000 EACH	.		.	
1350	619.1000 Mobilization	1.000 EACH	.		.	
1360	624.0100 Water	2,270.000 MGAL	.		.	
1370	625.0500 Salvaged Topsoil	226,190.000 SY	.		.	
1380	627.0200 Mulching	254,240.000 SY	.		.	
1390	628.1504 Silt Fence	51,600.000 LF	.		.	
1400	628.1520 Silt Fence Maintenance	25,800.000 LF	.		.	
1410	628.1905 Mobilizations Erosion Control	24.000 EACH	.		.	
1420	628.1910 Mobilizations Emergency Erosion Control	15.000 EACH	.		.	
1430	628.2004 Erosion Mat Class I Type B	1,410.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1440	628.2008 Erosion Mat Urban Class I Type B	4,730.000 SY	.		.	
1450	628.2027 Erosion Mat Class II Type C	2,045.000 SY	.		.	
1460	628.7005 Inlet Protection Type A	1.000 EACH	.		.	
1470	628.7015 Inlet Protection Type C	54.000 EACH	.		.	
1480	628.7504 Temporary Ditch Checks	7,740.000 LF	.		.	
1490	628.7555 Culvert Pipe Checks	970.000 EACH	.		.	
1500	628.7560 Tracking Pads	6.000 EACH	.		.	
1510	628.7570 Rock Bags	3,390.000 EACH	.		.	
1520	629.0210 Fertilizer Type B	154.000 CWT	.		.	
1530	630.0130 Seeding Mixture No. 30	3,860.000 LB	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1540	630.0140 Seeding Mixture No. 40	12.000 LB	.		.	
1550	630.0200 Seeding Temporary	3,290.000 LB	.		.	
1560	630.0300 Seeding Borrow Pit	380.000 LB	.		.	
1570	633.5200 Markers Culvert End	89.000 EACH	.		.	
1580	634.0612 Posts Wood 4x6-Inch X 12-FT	39.000 EACH	.		.	
1590	634.0614 Posts Wood 4x6-Inch X 14-FT	236.000 EACH	.		.	
1600	634.0616 Posts Wood 4x6-Inch X 16-FT	41.000 EACH	.		.	
1610	637.2210 Signs Type II Reflective H	1,508.830 SF	.		.	
1620	637.2215 Signs Type II Reflective H Folding	14.920 SF	.		.	
1630	637.2230 Signs Type II Reflective F	549.250 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1640	638.2602 Removing Signs Type II	266.000 EACH	.		.	
1650	638.3000 Removing Small Sign Supports	269.000 EACH	.		.	
1660	642.5401 Field Office Type D	1.000 EACH	.		.	
1670	643.0100 Traffic Control (project) 01. 1110-10-71	1.000 EACH	.		.	
1680	643.0100 Traffic Control (project) 02. 1114-09-71	1.000 EACH	.		.	
1690	643.0100 Traffic Control (project) 03. 1114-10-71	1.000 EACH	.		.	
1700	643.0300 Traffic Control Drums	73,200.000 DAY	.		.	
1710	643.0410 Traffic Control Barricades Type II	1,200.000 DAY	.		.	
1720	643.0420 Traffic Control Barricades Type III	13,050.000 DAY	.		.	
1730	643.0705 Traffic Control Warning Lights Type A	25,500.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1740	643.0715 Traffic Control Warning Lights Type C	4,350.000 DAY	.		.	
1750	643.0900 Traffic Control Signs	17,070.000 DAY	.		.	
1760	643.0910 Traffic Control Covering Signs Type I	8.000 EACH	.		.	
1770	643.0920 Traffic Control Covering Signs Type II	20.000 EACH	.		.	
1780	643.1000 Traffic Control Signs Fixed Message	165.750 SF	.		.	
1790	643.1050 Traffic Control Signs PCMS	78.000 DAY	.		.	
1800	643.2000 Traffic Control Detour (project) 01. Id 1110-10-71, 1114-09-71, 1114-10-7	1.000 EACH	.		.	
1810	643.3000 Traffic Control Detour Signs	39,150.000 DAY	.		.	
1820	645.0120 Geotextile Fabric Type HR	271.000 SY	.		.	
1830	645.0130 Geotextile Fabric Type R	75.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1840	646.0106 Pavement Marking Epoxy 4-Inch	150,450.000 LF	.		.	
1850	646.0126 Pavement Marking Epoxy 8-Inch	3,870.000 LF	.		.	
1860	646.0406 Pavement Marking Same Day Epoxy 4-Inch	8,180.000 LF	.		.	
1870	647.0156 Pavement Marking Arrows Epoxy Type 1	4.000 EACH	.		.	
1880	647.0356 Pavement Marking Words Epoxy	3.000 EACH	.		.	
1890	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	580.000 LF	.		.	
1900	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	330.000 LF	.		.	
1910	647.0796 Pavement Marking Crosswalk Epoxy 24-Inch	290.000 LF	.		.	
1920	647.0803 Pavement Marking Aerial Enforcement Bars Epoxy 24-Inch	60.000 LF	.		.	
1930	647.0856 Pavement Marking Concrete Corrugated Median Epoxy	1,420.000 SF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
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1110-10-71
1114-09-71
1114-10-71FEDERAL ID(S):
WISC 2015129
WISC 2015130
WISC 2015131

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1940	648.0100 Locating No-Passing Zones	16.180 MI	.		.	
1950	650.4000 Construction Staking Storm Sewer	3.000 EACH	.		.	
1960	650.4500 Construction Staking Subgrade	3,240.000 LF	.		.	
1970	650.5000 Construction Staking Base	3,240.000 LF	.		.	
1980	650.5500 Construction Staking Curb Gutter and Curb & Gutter	4,175.000 LF	.		.	
1990	650.6000 Construction Staking Pipe Culverts	52.000 EACH	.		.	
2000	650.8000 Construction Staking Resurfacing Reference	82,750.000 LF	.		.	
2010	650.8500 Construction Staking Electrical Installations (project) 02. 1114-09-71	LUMP	LUMP		.	
2020	650.9910 Construction Staking Supplemental Control (project) 01. 1110-10-71	LUMP	LUMP		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2030	650.9910 Construction Staking Supplemental Control (project) 02. 1114-09-71	LUMP	LUMP			.
2040	650.9910 Construction Staking Supplemental Control (project) 03. 1114-10-71	LUMP	LUMP			.
2050	650.9920 Construction Staking Slope Stakes	75,765.000 LF		.		.
2060	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	100.000 LF		.		.
2070	652.0800 Conduit Loop Detector	300.000 LF		.		.
2080	653.0140 Pull Boxes Steel 24x42-Inch	2.000 EACH		.		.
2090	654.0220 Concrete Control Cabinet Bases Type 10	1.000 EACH		.		.
2100	655.0700 Loop Detector Lead In Cable	200.000 LF		.		.
2110	655.0800 Loop Detector Wire	700.000 LF		.		.
2120	690.0150 Sawing Asphalt	3,110.000 LF		.		.

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			DOLLARS	CTS	DOLLARS	CTS
2130	690.0250 Sawing Concrete	1,100.000				
		LF	.		.	
2140	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000	5.00000		12000.00	
		HRS				
2150	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	4,400.000	5.00000		22000.00	
		HRS				
2160	SPV.0060 Special 01. Adjusting Manhole Covers With Rubber Rings	19.000				
		EACH	.		.	
2170	SPV.0060 Special 02. Construction Staking Superelevation Transitions	30.000				
		EACH	.		.	
2180	SPV.0090 Special 01. Construction Staking Safety Fence	1,190.000				
		LF	.		.	
2190	SPV.0090 Special 02. Pavement Marking Grooved Wet Reflective Epoxy 4-Inch	179,340.000				
		LF	.		.	
2200	SPV.0170 Special 01. Test Rolling	214.000				
		STA	.		.	
2210	SPV.0180 Special 01. Qmp Pulverize And Relay Compaction	322,000.000				
		SY	.		.	

Wisconsin Department of Transportation

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2220	SPV.0195 Special 01. Exc, Hauling, And Disp Of Cont. Soil And Mngmt Of Contaminated Grndwtr	100.000 TON	.		.	
2230	SPV.0195 Special 02. Qmp Base Aggregate Dense 1 1/4-Inch Compaction	15,400.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE