

# HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation  
06/2017 s.66.0901(7) Wis. Stats

Proposal Number: **008**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	1030-22-84	N/A	Oakwood Noise Barrier; 500' S To 1500' N Of Oakwood Road	IH 041

## ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: May 12, 2020 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 16, 2020	<b>SAMPLE NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date \_\_\_\_\_

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Bidder Signature)

\_\_\_\_\_  
(Print or Type Name, Notary Public, State Wisconsin)

\_\_\_\_\_  
(Print or Type Bidder Name)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Bidder Title)

Notary Seal

Type of Work: Concrete Barrier, Beam Guard, Noise Barrier Wall N-40-93, Signing, Pavement Marking	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Effective with August 2015 Letting**

### **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:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM 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 PM 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](http://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:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4<sup>th</sup> floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

##### **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:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
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.

## Special Provisions

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**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 1030-22-84, Oakwood Noise Barrier, 500' S to 1500' N of Oakwood Road, IH 41, Milwaukee 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, 2020 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 (20191121)

**2. Scope of Work.**

The work under this contract shall consist of removals, barrier wall, erosion control, restoration, permanent signing, pavement marking, traffic control, fencing, noise barrier and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

**3. Prosecution and Progress.**

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date.

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

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: erosion control, restoration, traffic control, signing, temporary and permanent pavement marking, finishing items and other incidental items. No additional payment will be made, by the department, for additional mobilizations.

**Schedule of Operations**

The department anticipates that the schedule for each stage shall be as follows below, unless modifications are approved in writing by the engineer. Staging sequencing shall be done in the order shown below unless approved by the engineer. Any overlap in staging must be approved by the engineer.

**Stage 1**

**Construction**

- Construct Noise Barrier N-40-93
- Construct outside barrier wall and beam guard on IH 94 northbound

**Traffic**

- IH 41 Northbound / IH 94 Westbound – Three lanes of traffic on existing IH 94 northbound inside lanes.
- Ramp EA – Closed to traffic.

## Roadway Work Restrictions

### Definitions

The following definitions apply to IH 41 northbound / IH 94 westbound, and Ramp EA (IH 41 northbound/ IH 94 westbound entrance ramp at Elm Road) work restrictions:

#### Weekday Peak Hours

5:30 AM – 9:00 AM	Monday, Tuesday, Wednesday, and Thursday
5:30 AM – 12:00 PM	Friday
2:00 PM – 7:00 PM	Monday, Tuesday, Wednesday, and Thursday
12:00 PM – 9:30 PM	Friday

#### Weekday Midday

9:00 AM – 2:00 PM	Monday, Tuesday, Wednesday, and Thursday
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#### Weekend Peak Hours

10:00 AM – 6:00 PM	Saturday
10:00 AM – 11:00 PM	Sunday

#### Weekend Off-Peak Hours

8:00 AM – 10:00 AM	Saturday, Sunday
6:00 PM – 9:30 PM	Saturday

#### Weekday Off-Peak Hours

7:00 PM – 9:30 PM	Monday, Tuesday, Wednesday, Thursday
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#### Nighttime Hours

11:00 PM – 5:30 AM	Sunday PM to Monday AM
9:30 PM – 5:30 AM	Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
9:30 PM – 8:00 AM	Friday PM to Saturday AM, Saturday PM to Sunday AM

sof-108-020 (20150922)

## Work Restrictions

Do not close traffic lanes or shoulders on IH 41 northbound / IH 94 westbound, Ramp EA (IH 41 northbound / IH 94 westbound entrance ramp at Elm Road) and ensure that the roadway traffic lanes are entirely clear to traffic during Weekday Peak Hours, Weekday Midday Hours, Weekday Off-Peak Hours, Weekend Peak Hours, and Weekend Off-Peak Hours, except as shown in the traffic control plans.

Restrict work on open freeway roads and ramps to working in closed shoulders or closed lanes as allowed by the plans or engineer.

Follow the traffic control plans for closures. Lane restrictions beyond that shown on the traffic control plans must be approved by the engineer. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer for approval. Once approved, allow at least five business days prior to the closure of roadway as identified in Contractor Coordination.

Do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this contract.

Closure of IH 41 northbound / IH 94 westbound outside lane will not be allowed prior to the approval of Noise Barrier N-40-93 shop drawings. Construction of Noise Barrier N-40-93 must begin within three days of closing the outside lane of IH 41 northbound/ IH 94 westbound.

Park or store equipment and material only at work sites approved by the engineer.

An additional nighttime single interim lane closure on IH 41 northbound / IH 94 westbound will be allowed for a maximum of 30 total nights. A minimum of two lanes on IH 41 northbound / IH 94 westbound must be maintained at all times during nighttime hours.

## **Advance Notification**

Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work. Coordinate the locations of messages of portable changeable message sign with the engineer and WisDOT Traffic Management Center (TMC). Notify the engineer of proposed changes for alternate routes and detours and provide a revised signing plan for the review by and approval of the engineer.

## **Ramp Closures**

Obtain prior acceptance from the engineer and Stephanie Leranthe, Construction Program Work Zone and Traffic Engineer, for Ramp Closures. All temporary entrance ramp closures shall be posted three business days in advance of their closure with dates and time of closure. Temporary ramp closures are only allowed during Nighttime Hours. Long-term ramp closures shown on the traffic control plans shall be posted ten business days in advance of their closure with dates and time of closure. Place a portable changeable message sign before the previous open exit ramp to advise traffic about the closure of the specific entrance or exit ramp. The contractor will incur a Lane Rental Fee Assessment according to the Lane Rental Fee Assessment article for each lane closure outside the allowable lane closure hours noted in the Prosecution and Progress article.

## **Portable Changeable Message Signs**

Obtain acceptance from the engineer regarding the wording of all messages on portable changeable message signs prior to placing the message.

## **Interim Liquidated Damages**

### IH 41 Northbound/ IH 94 Westbound Long-Term Outside Lane Closure and Ramp EA Long-Term Closure

The outside lane of IH 41 Northbound / IH 94 Westbound and Ramp EA can be closed for a maximum of 60 consecutive calendar days between July 20, 2020 and October 16, 2020, both dates inclusive. A proposed closure of less than 60 days must be approved by the engineer. Complete all work on IH 41 Northbound / IH 94 Westbound necessary to open all lanes of IH 41 Northbound / IH 94 Westbound and Ramp EA, including noise barrier construction, concrete barrier, pavement marking, guardrail, and all other incidentals necessary to fully reopen the roadways.

If the contractor fails to complete the work necessary to reopen IH 41 Northbound/ IH 94 Westbound to traffic in four 12' lanes and to reopen Ramp EA to traffic within a maximum of 60 calendar days between July 20, 2020 and October 16, 2020, both dates inclusive, the department will assess the contractor \$4,000 in interim liquidated damages for each calendar day that the contract work remains incomplete beyond 60 calendar days, or the number of calendar days approved by the engineer. An entire calendar day will be charged for any period of time within each calendar day that the outside lane of IH 41 Northbound/ IH 94 Westbound remains closed and/or Ramp EA remains closed beyond 12:01 AM. If the outside lane of IH 41 Northbound/ IH 94 Westbound remains closed and/or Ramp EA remains closed beyond the overall contract completion date, only the liquidated damages provided in standard spec 108.11 will be assessed by the department.

## **4. Traffic.**

### **Wisconsin Lane Closure System Advance Notification**

Provide the following advance notification to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

<b>Closure type with height, weight, or width restrictions (available width, all lanes in one direction less than 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
<b>Closure type without height, weight, or width restrictions (available width, all lanes in one direction 16 feet or greater)</b>	<b>MINIMUM NOTIFICATION</b>
Lane and shoulder closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

## **5. Lane Rental Fee Assessment.**

### **A General**

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

### **B Lane Rental Fee Assessment**

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- Nighttime/Off Peak/Midday Hours- \$3,000 per lane, per direction of travel, per hour broken into 15 minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed as specified in standard specification 108.11 or as specified within this contract.

## 6. Utilities.

This contract comes under the provisions of Administrative Rule TRANS 220.

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. Permits within the IH 94 right-of-way can be viewed at the Region Office during normal working hours. Contact WisDOT SE Freeways Utility Coordinator Greg Berry at (414) 750-7828 for further information. Permits within the Oakwood Road right-of-way can be viewed at the City of Oak Creek during normal working hours. Contact Oak Creek Assistant City Engineer Matthew Sullivan at (414) 766-7029 for further information.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Contact utility companies listed in the plans prior to preparing bids to obtain current information on existing utility locations and the status of any new utility relocation work.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the project area are as follows:

**AT&T Legacy** has an existing underground communications duct package, consisting of 6 ducts owned by AT&T Legacy bundled with 3 ducts owned by Level 3 Communications, within the project limits beginning beyond the southerly project limits and running northerly along a line 10' easterly of and parallel to the westerly right way of IH 94 to Station 193+08, 224'LT and then running northeasterly, crossing Oakwood Road at Station 18KW+41, and continuing northeasterly to Station 196+02, 142'LT. From there the line runs northerly along a line 10' easterly of and parallel to the westerly IH 94 right-of-way to Station 202+00, 162'LT where it turns and runs easterly to Station 202+00, 142'LT and then turns and runs northerly to beyond the project limits. This line will remain in place without adjustment.

AT&T Legacy also has a discontinued duct package, consisting of 6 ducts owned by AT&T Legacy bundled with 3 ducts owned by Level 3 Communications, within the project limits beginning beyond the southerly project limits and running northeasterly along a line 98' easterly of and parallel to the westerly IH 94 right-of-way, crossing Oakwood Road at Station 18KW+70, and continuing northeasterly to Station 196+44, 128'LT. From there the line continues northerly along a line 28' easterly of and parallel to the westerly IH 94 right-of-way and ends at Station 202+00, 142'LT.

The AT&T contact is Ken Nine, (574) 842-8830 office / (574) 904-6336 cell, of JMC Engineers & Associates.

**AT&T Wisconsin** has an existing underground communications line within the project limits beginning beyond the westerly project limits and running easterly along the southerly edge of pave of Oakwood Road, crossing IH 94 at Station 195+02, and continuing easterly along the southerly edge of pave to Station to Station 21KW+85, 13'RT. From there it runs northerly, crossing Oakwood Road at Station 21KW+85, and continues northerly to Station 21KW+85, 35'LT where it turns and runs easterly along a line 3' southerly of and parallel to the northerly Oakwood Road right-of-way to beyond the project limits. This line will remain in place without adjustment.

AT&T Wisconsin also has a discontinued underground communications line beginning beyond the westerly project limits and running easterly along a line approximately 10' north of the northerly edge of pave of Oakwood Road, crossing IH 94 at Station 195+42, and continuing easterly to Station 21KW+18, 28'LT and then continuing easterly and ending at Station 21KW+85, 35'LT.

The AT&T Wisconsin contact is Jay Bulanek, (262) 896-7669 office / (414) 491-2855 cell.

**Charter Communications** has existing communications facilities within the project limits at the following locations:

- An overhead communications line on We Energies poles beginning beyond the westerly project limits and running easterly along the northerly Oakwood Road right-of-way and ending at a pole at Station 18KW+40, 33'LT. This line will remain in place without adjustment.
- An underground communications line beginning at a pole at Station 18KW+40, 33'LT and running southeasterly to Station 18KW+52, 20'LT and then running easterly, crossing IH 94 at Station 195+36, and continuing easterly to Station 21KW+68, 20'LT. From there runs northeasterly and ends at a pole at Station 21KW+80, 35'LT. This line will remain in place without adjustment.
- An overhead communications line on We Energies poles beginning at a pole at Station 21KW+80, 35'LT and running easterly along the northerly Oakwood Road right-of-way to beyond the project limits. This line will remain in place without adjustment.

Charter Communications also has a discontinued underground communications line beginning at Station 18KW+75, 33'LT and running southeasterly to Station 18KW+82, 25'LT and then running easterly, crossing IH 94 at Station 195+38, and continuing easterly to Station 21KW+29, 24'LT. From there the line runs northeasterly and ends at a pole at Station 21KW+80, 35'LT.

The Charter Communications contact is Beau Abuya, (414) 908-1343 office / (414) 758-9241 cell.

**Level 3 Communications** has an existing underground communications duct package, consisting of 3 ducts owned by Level 3 Communications bundled with 6 ducts owned by AT&T Legacy, within the project limits beginning beyond the southerly project limits and running northerly along a line 10' easterly of and parallel to the westerly right way of IH 94 to Station 193+08, 224'LT and then running northeasterly, crossing Oakwood Road at Station 18KW+41, and continuing northeasterly to Station 196+02, 142'LT. From there the line runs northerly along a line 10' easterly of and parallel to the westerly IH 94 right-of-way to Station 202+00, 162'LT where it turns and runs easterly to Station 202+00, 142'LT and then turns and runs northerly to beyond the project limits. This line will remain in place without adjustment.

Level 3 Communications also has a discontinued duct package, consisting of 3 ducts owned by Level 3 Communications bundled with 6 ducts owned by AT&T Legacy, within the project limits beginning beyond the southerly project limits and running northeasterly along a line 98' easterly of and parallel to the westerly IH 94 right-of-way, crossing Oakwood Road at Station 18KW+70, and continuing northeasterly to Station 196+44, 128'LT. From there the line continues northerly along a line 28' easterly of and parallel to the westerly IH 94 right-of-way and ends at Station 202+00, 142'LT.

The Level 3 contact is Brahim Gaddour, (414) 908-1027 office / (414) 704-1026 cell.

**Oak Creek, City of – Road Facilities** - has existing drainage facilities within the project limits in the following locations:

- An existing drain tile beginning beyond the westerly project limits and running easterly, crossing IH 94 at Station 199+13, and continuing easterly and ending at a connection to a storm sewer at Station 199+18, 97'RT. This drain tile will remain in place without adjustment.
- An existing storm sewer beginning at Station 199+18, 97'RT and running easterly to Station 199+18, 107'RT and then running southeasterly to Station 198+92, 141'RT and then running easterly to beyond the project limits. This sewer will remain in place without adjustment.

The City of Oak Creek – Road Facilities contact is Matthew Sullivan, (414) 766-7029 office / (414) 335-6330 cell.

**Oak Creek Water & Sewer Utility** has an existing water main within the project limits beginning beyond the westerly project limits and running easterly in the westbound lane of Oakwood Road, crossing IH 94 at Station 195+22, and continuing easterly along the westbound lane to beyond the easterly project limits. This main will remain in place without adjustment.

The Oak Creek Water & Sewer Utility contact is Seth Ricker, (414) 570-8200 office / (262) 930-7113 cell.

**We Energies – Electric** has existing overhead and underground electric facilities within the project limits in the following locations:

- An overhead electric line beginning beyond the westerly project limits and running easterly along the northerly Oakwood Road right-of-way and ending at a pole at Station 18KW+40, 33'LT. This line will remain in place without adjustment.
- An existing underground electric line beginning at a pole at Station 16KW+58, 28'LT and running northeasterly to Station 16KW+76, 39'LT and then running easterly along the northerly Oakwood Road right-of-way to Station 18KW+09, 39'LT. From there it runs southeasterly to Station 18KW+57, 13' LT and then runs easterly, crossing IH 94 at Station 195+28, and continues easterly to beyond the project limits. This line will remain in place without adjustment.
- An existing overhead electric line beginning at a pole at Station 21KW+80, 35'LT and running easterly along the northerly Oakwood Road right-of-way to beyond the project limits. This line will remain in place without adjustment.

We Energies also has a discontinued underground electric line within the project limits beginning at Station 18KW+57, 13'LT and running westerly to Station 16KW+62, 13'LT and then running northwesterly and ending at a pole at Station 16KW+58, 28'LT.

The We Energies – Electric contact is Dan Toomey, (414) 944-5695 office / (414) 254-8459 cell.

**We Energies – Gas** has an existing underground gas line within the project limits beginning beyond the westerly project limits running easterly along the northerly pavement edge of Oakwood Road, crossing IH 94 at Station 195+34, then continuing easterly along the edge of pavement to beyond the project limits. This line will remain in place without adjustment.

The We Energies – Gas contact is Dan Toomey, (414) 944-5695 office / (414) 254-8459 cell.

**WisDOT - Communications** has existing traffic management and underground communications facilities throughout the project limits, including along the IH 94 mainline and the easterly IH 94 right-of-way throughout the project limits. These facilities will remain in place without adjustment.

The WisDOT – Communications contact is Jeff Madson, (414) 225-3723.

## **7. Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 41/ IH 94 NB, IH 41/ IH 94 entrance or exit ramps 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, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day.

stp-107-005 (20181119)

## **8. Available Documents.**

The department will make its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Design Study Report
- Shop Drawings (for existing structure mounted noise barrier)
- Environmental Document
- Traffic Management Plan
- Soil Borings

These documents are available from Jason Dahlgren at 141 NW Barstow Street, Waukesha, WI 53187, (262) 521-5349, [Jason.Dahlgren@dot.wi.gov](mailto:Jason.Dahlgren@dot.wi.gov).

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

## 9. Contractor Notification.

*Replace standard spec 104.2.2.2(2) with the following:*

If the contractor discovers the differing condition, provide a written notice, as specified in standard spec 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

### 104.3.2 (Vacant)

### 104.3.3 Contractor Initial Written Notice

*Replace standard spec 104.3.2 and 104.3.3 with the following:*

If required by standard spec 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:

A written description of the nature of the issue.

The time and date of discovering the problem or issue.

If appropriate, the location of the issue.

Provide the additional information specified in standard spec 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

sef-104-005 (20141211)

## 10. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in Portable Document Format (PDF) to the engineer-designated folder within the department's SharePoint site, and send alerts with a link to the document via email to (an) account(s) the engineer determines. If possible, translate original documents from their native format (e.g. Word, Excel, AutoCAD, etc.) using a Portable Document Format translation routine. Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

## 11. Other Contracts.

It is expected that routine maintenance by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

Contract ID 1030-20-84, IH 94 N-S Freeway Mainline Construction, CTH G in Racine County to College Avenue in Milwaukee County. The WisDOT contact is Ken Kiepczynski at (414) 659-3055; [Kenneth.Kiepczynski@dot.wi.gov](mailto:Kenneth.Kiepczynski@dot.wi.gov).

## 12. Public Convenience and Safety.

*Revise standard spec 107.8(6) as follows:*

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)Erosion Control.

*Supplement standard spec 107.20 with the following:*

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Kristina Betzold, (414) 263-8517, [kristina.betzold@wisconsin.gov](mailto:kristina.betzold@wisconsin.gov). Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

### **Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations**

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

## **Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations**

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html).

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

### **Maintaining Drainage**

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

SER-107-003 (20161220)

## **13. Dust Control Implementation Plan.**

### **A Description**

This special provision describes developing, updating, and implementing a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

### **B (Vacant)**

### **C Construction**

#### **C.1 General**

Control dust on the project as specified in standard specification 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Control dust at all times during the contract.

Submit a DCIP to the engineer and WDNR Liaison for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate land-disturbing activities without the department's approval of the DCIP.

#### **C.2 DCIP Contents**

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

*Include all of the following:*

A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job-related dust. Provide:

Name, firm, address, and working-hours phone number

Non-working-hours phone number

Email address

A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.

A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:

- Preventive measures that shall be employed.
- The applicable contact person.
- The contractor's timetable and surveillance measures used to determine when remediation is required.
- The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
- Both maintenance and cleanup schedules and procedures.
- Excess and waste materials disposal strategy.
- A description of monitoring and resolving off-site impacts.

### **C.3 Updating the DCIP**

Update the DCIP during the contract or as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for routine DCIP adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

### **C.4 Dust Control Deficiencies**

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, non-compliance with the contractor's DCIP or associated special provisions, and not properly maintaining equipment.

### **D Measurement**

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specs or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP includes the contract bid items listed in this special provision:

628.7560	Tracking Pads
SPV.0075.0001	Pavement Cleanup Project 1030-20-84

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

### **E Payment**

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

sef-107-005 (20170323)

**14. Notice to Contractor – Personnel Identification Program.**

All contractor personnel will be required to register in the program prior to performing work. Valid photo identification which includes unexpired driver's license, government issued identification cards, military identification, passport, or other identification approved by the department will be required to register. All personnel registered will be issued a hard hat sticker with an identification number by the department. Stickers shall be placed in a visible location on the hard hat.

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work in accordance to Wisconsin Department of Transportation Standard Specification 108.6 applicable under the contract.

**15. Notice to Contractor – Safety.**

All workers shall wear OSHA and ANSI compliant safety head protection, safety glasses, safety-toe protective footwear, and safety vest at all times while within the project footprint.

The contractor and respective subcontractors shall provide a copy of their current Company Safety Plans to the department at the preconstruction meeting. All workers shall comply with the Safety Plans of their employer.

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work in accordance to Wisconsin Department of Transportation Standard Specification 108.6 applicable under the contract.

**16. Notice to Contractor – Media Relations.**

The contractor shall not disseminate or publicize this Agreement, information relating to this Agreement, their work responsibilities, or generally comment about the entire project without prior written consent from one of the department's designated Project Communications Leaders listed under Section (d).

The contractor shall refer all information requests or interview requests made by external parties, including media sources, to all of the department's designated Project Communications Leaders listed under Section (d).

The contractor agrees to coordinate with the department as to the form, content and timing of any public announcement of this Agreement.

The Project Communications Leaders for the department shall be:

The department's project manager:

Becky Kikkert  
4802 Sheboygan Avenue  
Madison, WI 53705  
Phone: (608) 266-3581  
Email: [rebecca.kikkert@dot.wi.gov](mailto:rebecca.kikkert@dot.wi.gov)

Michael Pyritz  
141 NW Barstow Street  
P.O. Box 798  
Waukesha, WI 53188  
Phone: (262) 521-5373  
Email: [michael.pyritz@dot.wi.gov](mailto:michael.pyritz@dot.wi.gov)

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work in accordance to Wisconsin Department of Transportation standard spec 108.6 applicable under the contract.

Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted to impede the contractor, or any individual, from reporting possible violations of state or federal law to any governmental agency or entity, or from making other disclosures under the whistleblower provisions of state or federal law. The contractor does not need the prior authorization of

the department to make any such reports or disclosures and the contractor shall not be required to notify the department that such reports or disclosures have been made.

**17. Notice to Contractor – Noise Barrier.**

Structure mounted noise barrier has been constructed as part of a previous contract on the NB IH 94 bridge over Oakwood Road. The color, pattern, and surface texture of the proposed noise barrier must match the existing structure mounted section. No substantial variation will be allowed. All panels with substantial variation will be rejected and shall be removed from the project.

**18. Removing Asphaltic Flumes, Item 204.9180.S.0001.**

**A Description**

This special provision describes removing asphaltic flumes conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Asphaltic Flumes in square yards, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9180.S.0001	Removing Asphaltic Flumes	SY
stp-204-025 (20150630)		

**19. Concrete Curing Materials.**

*Supplement standard spec 501.2.9 with the following:*

The liquid curing compound shall have a color equal to or lighter than Gardner Color Standard No.2 when tested in accordance to ASTM C 1315.8.7.6 Yellowing Resistance.

**20. Noise Barriers Double-Sided Sound Absorptive N-40-93, Item 531.0300.S.0001.**

**A Description**

This special provision describes designing, fabricating, transporting, and erecting composite concrete double-sided sound absorptive noise barriers as the plans show and conforming to department-approved installation specifications.

**B Noise Wall System**

**B.1 System Pre-Qualification and Selection**

The noise wall system supplied must be pre-qualified by the department. The department maintains a list of pre-qualified systems which can be viewed online at:

<http://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

Systems eligible for use on this project shall be pre-qualified before the award of this contract.

Provide the name of the selected system, and the intended fabricator to the engineer within 25 days after award of the contract. Schedule a pre-design meeting with the engineer subsequent to award of the contract and before beginning design of the noise barrier. A representative of the fabricator of the noise barrier components shall attend this meeting.

## **B.2 Design**

### **B.2.1 Structural and Foundation Design**

The structural and foundation design of the noise barrier system shall conform to the current edition of "AASHTO LRFD Bridge Design Specifications" published by the American Association of State Highway and Transportation Officials (AASHTO), 444 North Capitol Street, NW, Suite 225, Washington, DC 20001, with the following exceptions:

Design the noise barrier to withstand wind pressure, applied perpendicular to the barrier, in each direction, of 28.5 pounds per square foot for ground mounted barriers, and 37.5 pounds per square foot for structure mounted barriers.

Design drilled shaft foundations using the Broms Method. Ignore the top 1 foot of supporting soil in the design of ground-mounted barrier foundations.

In addition to wind loads, design the bottom noise barrier panel to support the dead load (weight) of the panels directly above it and its own dead load. Assume this dead load to be distributed uniformly across the bottom panel acting as a simple beam supported at the posts.

Bottom noise barrier panels shall have a minimum amount of perimeter reinforcement of a #4 bar which shall be continuous around the corners. Reinforcing steel in the concrete core of noise barrier panels shall have a minimum clear cover of 1 inch. Clear cover does not include sound absorptive material. Design the reinforced concrete core to resist the loads without considering any composite action from other material in the panel.

Provide a neoprene bearing pad or equivalent material of 1/4 inch minimum thickness between the foundation and the bottom panels. The allowable bearing stress shall not exceed 900 psi. Precast concrete pedestals placed between the foundation and bottom panels shall be reinforced if over 1'-0" high. The bearing pads shall be preformed EPDM rubber conforming to ASTM D-2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80.

### **B.2.2 Fire Hose Access Openings**

Design fire hose access openings, at locations the plans show, with additional reinforcement and clear cover around the opening as necessary to maintain structural integrity. Detail drawings shall show the additional reinforcement and method for attaching the Fire Hydrant Location Signs to the barrier panel.

### **B.2.3 Barrier Profile**

Unless the plans show or the engineer approves otherwise, design the top of the noise barrier to be horizontal and at or above the acoustic elevation line the plans show. The bottom elevation of the noise barrier shall be as the plans show. Changes in elevation shall be accomplished by stepping sections at posts. Steps shall not exceed 3-feet in height. All joints shall be horizontal or vertical and shall be aligned with the adjacent panels.

### **B.2.4 Panel Orientation**

Design the panels to prevent entrapment and ponding of water. Avoid inadvertently providing areas for perching, nesting of birds or collecting of dirt and debris in the design of the noise barrier system.

### **B.2.5 Sound Transmission Loss (TL)**

Design the noise barrier panel material to achieve a transmission loss equal to or greater than 20 decibels in all test frequency bands, as referenced in ASTM E90.

### **B.2.6 Noise Reduction Coefficient (NRC)**

Design the noise barrier system so that the highway sides of the noise barrier panels have a minimum NRC of 0.80 and the residential sides have a minimum NRC of 0.70 as referenced in ASTM C423.

### **B.2.7 Design Coordination**

Design the noise barrier post spacing so as not to interfere with the existing utility and drainage facilities.

Design the noise barrier post spacing so as not to interfere with proposed utility and drainage facilities the plans show. This includes proposed roadway lighting and ITS facilities.

For noise barriers mounted behind or near proposed retaining walls, coordinate and design the noise barrier post spacing so as to not interfere with embedded portion of the proposed retaining walls, including MSE wall soil reinforcement and tieback anchors on soldier pile and timber lagging retaining walls.

For noise barriers mounted on proposed bridges and retaining walls, coordinate and design the noise barrier post spacing to coincide with noise barrier post and embedded noise barrier anchor assembly spacing the bridge and retaining wall plans show. Coordinate any required changes to the noise barrier post spacing and embedded noise barrier anchor assembly locations the bridge and retaining wall plans show, if required for the design of the noise barrier.

### **B.2.8 Weep Hole Openings**

Design panels such that weep hole openings in noise wall to allow water to drain can be field installed per C.3 at locations the plans show.

### **B.2.9 Maintenance Doors**

Design maintenance doors and door portals in noise walls, at locations the plans show, with additional reinforcement and clear cover around the opening as necessary to maintain structural integrity per B.2.1.

## **B.3 Materials**

Required material certifications and testing are the responsibility of the contractor. All certifications and test reports shall carry the name and address of the fabrication facility where the specific material was produced.

### **B.3.1 Concrete Masonry**

Provide grade A, A-2, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716 for concrete posts and the core component of composite concrete sound absorbing panels. Provide QMP for class II ancillary concrete as specified in standard spec 716.

### **B.3.2 Materials Testing General**

All test reports shall carry the name and address of the laboratory where testing was performed, and the name of the person in responsible charge of the specific tests for which data is presented. Materials tested shall be representative of materials manufactured for this specific contract. Panels tested or from which samples will be taken will be selected and appropriately marked by the engineer either at the manufacturer's plant or from panels delivered to the project at the engineer's option.

Testing as detailed below is required for each lot of material not to exceed 100,000 SF of noise barrier produced. Conduct testing on panels within the first 30,000 SF of production of each lot not exceeding 100,000 SF. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage. The first set of tests conducted for projects that do not exceed 100,000 SF shall be within the first third of the total square footage of the project. Provide the shipping record of the samples to the laboratory within five days of sampling. Begin testing as soon as practicable after sampling.

Test all materials as fabricated, including any specified finishing.

#### **B.3.2.1 Noise Reduction Coefficient (NRC)**

Test noise barrier panels in accordance with ASTM C423, and placed in accordance with ASTM E795, mounting type A, to determine the noise reduction coefficient (NRC) of the material. Submit to the engineer an independent laboratory test report that shows that the noise barrier panels achieve an NRC as specified in B.2.6 for the highway side of the barrier.

#### **B.3.2.2 Long-term Durability**

Test all sound absorbing composite concrete and composite concrete components for long-term durability in accordance with ASTM C672 and the following modifications and/or requirements:

##### **B.3.2.2.1 Test Specimens**

Three specimens of a full cross section of the composite panel at least 144 square inches in face area will be selected at random from the provided composite panel as defined in B.3. Sample specimens shall be representative of the manufacturer's continuous production operation, as selected and marked by the engineer. Specimens shall be 2D-symmetric and shaped according to the testing laboratory's accommodations.

Prepare the surfaces of the sample specimens for testing as follows. Brush the surfaces of the sample to remove any loose particles. Before testing, submerge the test specimens be submerged in water for a period of 24 hours before testing. Immediately following this, cover the specimens with the sodium chloride solution as stated below.

#### **B.3.2.2.2 Test Procedure**

Place samples in a 5 sided water tight container, fully submerged in a solution of sodium chloride (concentration 3% by mass). Maintain 1/4 inch of sodium chloride solution above the top surface of the fully submerged specimen within the container.

Subject the submerged specimens to continuous freeze-thaw cycles as follows:

After each five cycles, remove the salt solution and particles of deteriorated concrete from the slab and collect in a watertight container. The operation is best accomplished by tilting the slab in a funnel approximately 20 inches in diameter and washing the surface of the slab with a 3% sodium chloride solution. Continue this washing until all loose particles are removed from the sample. Strain the solution through a filter and dry the residue at 221 degrees Fahrenheit to a constant mass condition. Cumulatively weigh the residue after each five cycles. The dry residue is defined as the loss of mass. Calculate the loss of mass to the nearest 0.01 pounds per square foot, not including the exposed surface of any core material on the cast or cut edges. Visually rate the surfaces in accordance with 10.1.5 of ASTM C672 including any delamination of the sound absorbing material from the concrete core for composite concrete materials. After each washing of each sample, re-establish the initial submerged condition with a new solution of 3% sodium chloride before continuing with freeze-thaw cycling.

Continue the test until 30 freeze-thaw cycles have been completed.

During the test position and support each specimen to allow free circulation of the test solution under, around, and over test pieces. Support the bottom of the specimens on blocks in a manner to facilitate movement of moisture through and around the test specimens.

#### **B.3.2.2.3 Test Report**

Submit to the engineer an independent testing laboratory test report which shows that all solid and composite concrete products meet or exceed the following criteria:

1. After 30 freeze-thaw cycles the test specimens shall not exhibit excessive deterioration in the form of cracks, spalls, aggregate disintegration, delamination or other objectionable features.
2. Compliance with the test requirements is based upon a loss of mass of not more than 0.2 pounds per square foot from the surface after 30 cycles of freezing and thawing.
3. The report shall include the following:
  - 3.1. Name of manufacturer.
  - 3.2. Location of production.
  - 3.3. Production description.
  - 3.4. Date product sample was cast.
  - 3.5. Date testing began.
  - 3.6. Specimen identification.
  - 3.7. 5x7-inch color photographs of the test specimens before and after the 30 cycles of freeze-thaw test showing both sound absorbing faces and at least one representative side view of a cut (not cast) face, and any defects.
  - 3.8. A graph of the cumulative mass loss of each specimen plotted against the number of freeze-thaw cycles for 5, 10, 15, 20, 25, and 30 freeze-thaw cycles.
  - 3.9. Visual rating in accordance with ASTM C672 Section 10.1.5, including report of any delamination of the sound absorbing material from the concrete core for composite concrete components.

#### **B.3.3 Materials Certification - General**

Provide certification of compliance or sample fabrications as noted below. All material certifications shall reference the specific facility manufacturing the material and this contract. Certification is required for each lot of material not to exceed 100,000 SF of noise barrier produced and shall include dates of fabrication for the lot being certified. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage.

### B.3.3.1 Color and Surface Texture

Supply and deliver to the engineer a 3 foot x 5 foot minimum test panel for each panel type with the specified pattern and colors. Obtain the engineer's acceptance of the panel's pattern and color before production of the panels required for the contract. The accepted pattern and color test panels shall remain on the project site in a readily accessible location for the duration of the project. The accepted pattern and color sample panels will be the standard for all noise barriers on the project.

Manufacture noise barrier posts of the same materials throughout the project. Shop apply coating and coloring of the post and panels.

Unless plans show otherwise, wall pattern shall contain textures with relief features of sufficient depth and quantity to be distinguishable at an observation distance of 500-feet. The colors and textures chosen will be within the following parameters; however, at the discretion of the engineer, a single color and/or a single texture may be selected for either side of the noise barrier.

	<b>FREEWAY SIDE</b>	<b>RESIDENTIAL SIDE</b>
Number of colors	2	2
In the proportion of	75:25 (+/- 5%)	75:25 (+/-5%)
Number of textures	2	2
In the proportion of	75:25 (+/- 5%)	75:25 (+/- 5%)

The final color of panels and posts shall be as shown on the plans and match the Federal Standard color system list. Coating and coloring of the post and panels shall be shop applied.

Base Color – 33564

Accent Color #1 – 33448

The engineer will visually inspect panels for color consistency upon arrival at the project. The panels shall have no substantial variation in color from the accepted sample panel submitted for the project. All panels with substantial color variation will be rejected and shall be removed from the project.

### B.3.3.2 Structural Steel

Submit to the engineer certification of compliance, including mill certifications and heat numbers, that structural steel conforms to the properties required on the plans and shop drawings, and is galvanized after fabrication by the hot-dip process in accordance with ASTM A123. Galvanize all steel hardware and threaded fasteners, bolts, nuts, and washers in accordance with ASTM A153.

Shop coat all steel galvanized surfaces exposed to view with a department-approved paint system. Clean galvanizing surfaces to be painted in accordance with SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. Brush Blast clean the surfaces in accordance with SSPC-SP7 to create a slight angular surface profile (1.0 – 1.5 mils suggested) for adhesion. Do not fracture the galvanized finish or remove any dry film thickness during these processes.

After cleaning, provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized surface and prepare the surface for the top coat. Apply a top coat matching the finished color specified in B.3.2. Use a pre-approved top coat that is resistant to the effects of the sun and is suitable for use in a marine environment. Exercise care so as not to damage the painted surfaces during shipment and erection of the noise barriers.

Use one of the qualified paint sources and products given below. An equivalent system may be used with the written approval of the engineer. Supply the engineer with the product data sheets before applying any coating. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, the minimum drying time for shop applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

Producer	Coat	Products	Dry Film Minimum Thickness (mils)	Minimum Time Between Coats (hours)
Sherwin Williams Co. (847) 330-1250	Tie	Recoatable Epoxy Primer B67-5 Series/B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
Carboline Co. (314) 644-1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Top	Carboline 133 LH	4	NA
Wasser Corp. (253) 850-2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA

### B.3.3.3 Sound Transmission Loss (TL)

Submit to the engineer certification of compliance that the sound transmission loss of the panel material, when tested in accordance with ASTM Standard E90, achieves a transmission loss as specified in B.2.5.

### B.3.3.4 Accelerated Weathering

Submit to the engineer certification of compliance that all coatings on barrier components, with the exception of structural steel and wood components comply with the following requirements when tested in accordance with ASTM Standard G155, G153, or G152 after 2400 hours of exposure on a cement based test specimens:

1. No checking when rated in accordance with ASTM D660.
2. No cracking when rated in accordance with ASTM D661.
3. No blistering when rated in accordance with ASTM D714.
4. No difference in adhesion between the unexposed control sample and an exposed sample when tested in accordance with ASTM D3359, Method A.
5. No chalking less than #7 rating when rated in accordance with ASTM D4214.
6. No color change greater than 5 NBS units when measured in accordance with ASTM D2244, using illuminant D65 and the 1964 10-degree standard observer.

### B.3.3.5 Corrosion Resistance (Salt Fog Exposure)

Submit to the engineer certification of compliance that all coated steel components, with the exception of structural steel, has a coating system that has been tested for corrosion resistance in accordance with ASTM B117 and comply with the following requirements:

1. No checking when rated in accordance with ASTM D660.
2. No blistering when rated in accordance with ASTM D714.
3. No loss of adhesion when tested in accordance with ASTM D3359 with no evidence of corrosion along the edges of the samples or along the score lines, or both, or other defects.

## B.4 Project Submittal Requirements

Furnish required submittals according to the following:

### B.4.1 Pre-Construction Submittals

A minimum of 14 days before beginning any shop or field work, submit the following documents to the engineer conforming to standard spec 105.2 with electronic submittal to the fabrication library under standard spec 105.2.2.

1. Structural and foundation design calculations  
Design calculations shall be on 8 1/2 x 11-inch sheets, neatly bound with a title sheet listing the complete project identification number and sound barrier designation. Structural and foundation calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

2. Detailed design/shop drawings

Design/shop drawings shall conform to the contract plans and the requirements of these special provisions. The design/shop drawings shall consist of plan and profile sheets, details, explanatory notes, erection diagrams, aesthetic treatments, and other working plans. All dimensions, sizes of material, material information and other information necessary for the complete fabrication and construction of the noise barrier shall be designated on the appropriate sheets. The design/shop drawings shall be drawn to an appropriate scale on reproducible sheets 11 x 17 inches including borders. Each sheet shall carry the complete project identification number and noise barrier designation. Design/shop drawings shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

3. Specifications regarding installation requirements and sequence of construction, including a detailed bill of materials.
4. Detailed color plan of the aesthetic treatments and finishes for the entire noise barrier.
5. Shipping, handling, and storage plan identifying methods or practices to limit post production damage.

Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.

#### **B.4.2 Pre-Installation Submittals**

Supply and deliver to the engineer the sample panel required under Section B.3.3.1 at least 14 calendar days before beginning production and/or installation of job materials. Acceptance of the sample panel will be by: Ken Kiepczynski, (414) 750-1413; [Kenneth.Kiepczynski@dot.wi.gov](mailto:Kenneth.Kiepczynski@dot.wi.gov). If the panel is not acceptable, a second panel shall be produced and submitted for acceptance. Sample panel to be representative of quality for precast panel work after acceptance. Deliver test panels to Oakwood Noise Barrier Project Field Office, for comparison purposes during production of project panels.

#### **B.4.3 Payment Submittals**

Submit certifications and test data as required under B.3 for all materials, including trade name of the products along with the name and address of the manufacturers.

#### **B.4.4 Submittal Review**

The engineer's review and acceptance of the drawings, calculations, and related material, submitted by the contractor, is for compliance with design intent only, and does not relieve the contractor from responsibility in regard to errors or omissions on said submittals.

The final accepted design documents and/or shop drawings will become a part of the contract. Any substitution of materials or dimensions contemplated by the contractor's submitted documents, different from materials or dimensions shown on the contract plans, shall be made only when approved by the engineer, and in such case, additional costs resulting from such substitution shall be borne by the contractor.

Ordering materials before department acceptance of submittals is at the contractor's risk.

### **C Construction**

#### **C.1 General**

Construct the noise barriers at the locations the plans show, according to the contract specifications and design drawings and/or as the engineer directs. Deliver all sound absorbing composite concrete components to the project site as a finished component. A sound absorbing composite concrete system, which has the sound absorbing material glue-laminated or alternately affixed by a secondary adhesion method on the project site, will not be allowed.

Provide a minimum 10 day notice to the engineer of the date that the fabrication of the noise barrier material will begin.

Inspect all materials delivered to the construction site for proper dimensions, honeycombing, cracks, voids, surface defects, consistency in color and texture, and any other damage or imperfections, before installation.

If any part of the noise barrier material fails to comply with any requirements of the contract specification, the component shall either be corrected, permanently marked as unacceptable and be disposed of by the contractor or accepted at a reduced price. The decision will be made by the engineer and is dependent on the severity of the specification deviation.

Erect noise barriers to avoid conflict with any existing facilities or utilities to remain in place. Any damage caused by construction activities shall be repaired by the contractor at no cost to the department.

## **C.2 Fire Hydrant Location Signs**

Attach fire hydrant location signs to the noise barrier at each location the plans show by a method the department's approved drawings show. The signs shall conform and be of the type specified in the department's sign plate book, plate D9-54 and/or D9-54A.

Compensation for furnishing and placing the fire hydrant location signs shall be included in the contract price for Noise Barriers Double-Sided Sound Absorptive and no additional compensation therefore will be allowed.

## **C.3 Weep Hole Openings**

Provide weep hole openings for drainage at the locations and sized as noted on the plan. Install weep holes by drilling through the wall after erection of the noise barrier. Use 6" PVC Schedule 40 pipe sleeve conforming to ASTM D-1785. Epoxy 6" PVC Schedule 40 pipe sleeve into bored weep hole. PVC pipe sleeve shall fit snugly in cored hole through wall. Epoxy PVC pipe sleeve into bored weep hole in noise barrier. Locate and construct weep holes in accordance with the plans and as the engineer directs. Place weep holes at locations the plans show unless the engineer approves adjusting locations to fit field conditions. The engineer will field verify the height and location of the weep hole for positive drainage.

## **C.4 Name Plates**

Provide name plates conforming to the requirements of standard spec 506.2.4. Install one name plate on each noise barrier at the location the plans show. Rigidly attach each plate to the barrier by a means approved by the engineer.

Compensation for furnishing and placing of name plates shall be included in the contract price for Noise Barriers, Double-Sided Sound Absorptive Structure and no additional compensation therefore will be allowed.

## **C.5 Structure Mounted Noise Barriers**

Do not erect noise barriers mounted to bridge or retaining wall structures until after the concrete for bridge decks and parapets or retaining wall moment slabs and parapets have attained their specified 28-day strength.

For noise barriers mounted to moment slabs and parapets on top of MSE retaining walls, erection of the noise barrier is limited to two-thirds the height of the noise barrier acoustical line the plans show before placement of earth fill or pavement over the top of the moment slab as the plans show. Erection of the noise barrier in excess of two-thirds its height to the full height of the noise barrier acoustical line the plans show may not occur until after the earth fill or pavement structure over the top of the moment slab the plans show is complete.

## **C.6 Construction Tolerances**

Install the posts and panels comprising the noise barrier plumb within 1/2 inch in 15-feet. Locate the posts to the line and grades as the plans show to within +/- 3/4 inch. Align horizontal joints of adjacent panels to a vertical tolerance of 1/4 inch. Where vertical adjustments are required for alignment, use a mortar base or steel shims. Galvanize and prime coat steel shims in accordance with B.3.3.2.

## **D Measurement**

The department will measure Noise Barriers Double-Sided Sound Absorptive by the square foot, acceptably completed, as the area the original plans show plus engineer-approved modifications to the plan quantity caused by plan corrections or revisions.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
531.0300.S.0001	Noise Barriers Double-Sided Sound Absorptive N-40-93	SF

Payment is full compensation for providing noise barrier including: coloring and aesthetic treatment on panels, preparing the design drawings and calculations, furnishing and delivering sample and test panels, materials testing, furnishing materials test reports and certifications, excavation, preparing the site, constructing foundations, erecting posts and panels, and disposing of waste materials.

stp-531-010 (20180628)

## 21. Signs Type I and II.

Furnish and install mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign.

*Supplement standard spec 637.2.4 with the following:*

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures to determine the width needed for sign support beams.

Use beams a minimum of six feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, 1/2 inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

*Replace standard spec 637.3.3.2(2) with the following:*

- (2) Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

*Supplement standard spec 637.3.3.3(3) with the following:*

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

*Add the following to standard spec 641.2:*

Submit shop drawings for sign bridges and overhead sign supports to SE Region Traffic Operations Engineer, Tom Heydel and Bureau of Structures Design.

SER-637-001 (20170621)

## 22. Nighttime Work Lighting-Stationary.

### A Description

This special provision describes furnishing portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

### B (Vacant)

### C Construction

#### C.1 General

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days before the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.

5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

## **C.2 Portable Lighting**

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

## **C.3 Light Level and Uniformity**

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

## **C.4 Glare Control**

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

## **C.5 Continuous Operation**

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

## **D (Vacant)**

## **E Payment**

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

stp-643-010 (20100709)

## **23. Traffic Control Interim Lane Closure, Item 643.4100.S.**

### **A Description**

This special provision describes closing a freeway/expressway traffic lane.

### **B (Vacant)**

## **C Construction**

Install and reposition traffic control devices as required to close a traffic lane. Remove and return the devices to their previous configuration when the closure is no longer required.

## **D Measurement**

The department will measure Traffic Control Interim Lane Closure as each individual reposition/return cycle, acceptably completed. The department will not measure additional moves or configuration changes as might be required solely to accommodate the contractor's operations.

The department will measure the closures by traffic lane and roadway. The department will not measure multiple closures in the same traffic lane on a project.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
643.4100.S	Traffic Control Interim Lane Closure	EACH

Payment is full compensation for closing and re-opening the affected traffic lane.

stp-643-030 (20170615)

## **24. Traffic Meetings and Traffic Control Scheduling.**

Every Thursday by 9:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Meet with the engineer at 10:00 AM on Thursdays at the project field office to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

Every Thursday at 2:00 PM, or as scheduled by the engineer, attend a weekly traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

sef-643-040 (20150319)

## **25. Fertilizer Type B Special, Item SPV.0030.0001.**

### **A Description**

This special provision describes furnishing and incorporating special fertilizing material in the soil on areas of proposed seeding as shown on the plans, according to standard specification 629, and as hereinafter provided.

## **B Materials**

*Modify standard spec 629.2.1.3 to the following:*

### **629.2.1.3 – Fertilizer Type B Special**

(1) Special Fertilizer shall conform to the following requirements:

Nitrogen, not less than 24% with 6% being slow-release

Phosphoric Acid, not less than 15%

Potash, not less than 9%

(2) The total nitrogen, phosphoric acid, and potash shall equal at least 48 percent.

## **C Construction**

*Modify standard spec 629.3.1.3 to the following:*

### **629.3.1.3 – Fertilizer Type B Special**

(1) Apply fertilizer containing at least 48 percent total nitrogen, phosphoric acid, and potash at 11 pounds per 1,000 SF, unless otherwise directed by the engineer.

## **D Measurement**

The department will measure the Fertilizer Type B Special bid item by the hundred pounds (CWT) acceptably completed, measured based on an application rate of 11 pounds per 1,000 square feet. The department will not measure fertilizer used for bid items under standard spec 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of CWT of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0030.0001	Fertilizer Type B Special	CWT

Payment for Fertilizer Type B Special is full compensation for providing, hauling, placing and incorporating into the work.

## **26. Maintain and Remove Crash Cushions Temporary Left In Place, Item SPV.0060.0001.**

### **A Description**

This special provision describes maintaining and removing temporary crash cushions left in place in accordance to standard spec 614 and as hereinafter provided.

### **B Materials**

Furnish any replacement materials for the temporary crash cushions left in place by others in accordance to the pertinent requirements of standard spec 614.2.

### **C Construction**

Maintain and remove the temporary crash cushion in accordance with standard spec 614.3.4.

### **D Measurement**

The department will measure Maintain and Remove Crash Cushions Temporary Left In Place as each individual crash cushion location, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0001	Maintain and Remove Crash Cushions Temporary Left In Place	EACH

Payment is full compensation for maintaining and removing the crash cushions.

**27. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.0002.**

**A Description**

This special provision describes closing and later opening a freeway entrance or exit ramp and associated auxiliary lane as the plans show, the engineer directs, and according to standard spec 643.

**B (Vacant)**

**C Construction**

Post all ramp closures seven working days in advance of their closure with dates and time of closure. Drums, barricades and signs may remain along the roadway when the ramp is open to traffic pending engineer approval to verify adequate offsets from traffic location are provided. Ensure that all inappropriate signs, dates or times are not visible to traffic when the ramp is open. A deduction of one each will be made from the project total for this item for each day any inappropriate sign is visible to traffic when the ramp is open.

Drums, barricades and signs may remain along the roadway when the freeway entrance is open to traffic. All devices must meet FHWA crashworthiness standards and shall not pose a hazard to the traveling public. Immediately remove or cover signing when the ramp closure is no longer in effect.

**D Measurement**

The department will measure Traffic Control Close-Open Freeway Ramp as a unit each time a freeway ramp closure is setup and subsequently removed within a 24-hour period that has been authorized by the engineer.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0002	Traffic Control Close-Open Freeway Entrance Ramp	EACH

Payment is full compensation for closing and later opening a freeway entrance ramp.

Closure or partial closure of adjacent auxiliary lanes shall be made as necessary at no additional cost to the department. Closure to a ramp not deemed necessary by the engineer shall be made at no additional cost to the department. Drums, barricades, arrow boards, and signs will be paid for separately under the various traffic control items.

**28. Coring Holes in Asphalt Mow Strip, Item SPV.0060.0003.**

**A Description**

This special provision describes the coring of holes in the existing asphalt mow strip for the purpose of installing guardrail posts.

**B (Vacant)**

**C Construction**

Core holes through the existing asphalt mow strip. See the Standard Detail Drawing "Guardrail Mow Strip" for details, layout and dimensions of holes.

After guardrail posts have been installed use low strength backfill to fill in holes per the Standard Detail Drawing.

Remove and dispose of all loose, excess material created during the coring of the holes.

**D Measurement**

The department will measure Coring Holes in Asphalt Mow Strip for each cored hole, 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. 0060.0003	Coring Holes in Asphalt Mow Strip	EACH

Payment is full compensation for furnishing and placing all materials including the low strength backfill, and disposal of all excess material created during coring as required for Coring Holes in Asphalt Mow Strip.

## **29. Pavement Cleanup Project 1030-22-84, Item SPV.0075.0001.**

### **A Description**

This special provision describes cleanup of dust and debris from pavements that are carrying live lanes of traffic or live pedestrian facilities within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

### **B Materials**

#### **B.1 Pavement Cleanup**

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

### **C Construction**

#### **C.1 Surveillance**

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

#### **C.2 Pavement Cleanup**

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries that are carrying live lanes of traffic or live pedestrian facilities, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project that are carrying live lanes of traffic or live pedestrian facilities free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP). Provide routine sweeping of all pavements, driveways, curb lanes and gutters that are carrying live lanes of traffic on local-street active haul routes as defined in the DCIP or as directed by the engineer. Sweeping within the work zone is considered incidental to contractor's other work. Include the following roadways for routine sweeping:

- IH 94
- Oakwood Road
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

#### **D Measurement**

The department will measure Pavement Cleanup Project 1033-02-71 by the hour, acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.0001	Pavement Cleanup Project 1030-22-84	HR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

~~see 104-006 (20170323)~~

### **30. Seeding Mixture No. 30 Special, Item SPV.0085.0001.**

#### **A Description**

This special provision describes furnishing and sowing special seed material on areas as shown on the plans, according to standard specification 630, and as hereinafter provided.

#### **B Materials**

*Supplement standard spec 630.2.5.1.1 with the following:*

Table 630-1 Highway Seed Mixtures

*Add Seeding Mixture No. 30 Special species and proportions, in percent, as follows:*

Perennial Ryegrass	(10%)
Hard Fescue	(15%)
Red Fescue	(25%)
Salt Grass	(20%)
Tall Fescue	(30%)

NOTE: No change to minimum purity and germination percentages in the table.

#### **C Construction**

*Supplement standard spec 630.3.5(1) with the following:*

Use the following sowing rate for seeds in pounds per 1,000 square feet:

- Seeding Mixture No. 30 Special at 4.6 pounds

#### **D Measurement**

The department will measure Seeding Mixture No. 30 Special by the equivalent pound, and according to standard spec 630.4.1, 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.0085.0001	Seeding Mixture No. 30 Special	LB

Payment is full compensation for providing, handling, and storing seed, for preparing the seed bed, sowing, covering, and firming the seed.

## **31. Maintain and Remove Concrete Barrier Temporary Precast, Item SPV.0090.0001.**

### **A Description**

This special provision describes maintaining existing concrete barrier temporary precast including any attached temporary glare screen and reflectors and removing these items upon contract completion. The temporary barrier has been left in place under a previous contract. Assume ownership and responsibility of the temporary barrier, temporary glare screen and reflectors upon the contract's Notice to Proceed. The location of this temporary barrier is shown in the Traffic Control plans.

Concrete barrier temporary precast, including any attached temporary glare screen and reflectors becomes property of the contractor at the end of this contract.

### **B Materials**

The concrete barrier temporary precast left in place from a previous project is Wisconsin type concrete barrier temporary precast.

### **C Construction**

Maintain Wisconsin type concrete barrier temporary precast left in place in accordance to standard spec 603.

Realign the wall after snow plow operations or as directed by the engineer. Maintain reflectors and hardware in a condition similar to when new on the project.

Keep drainage/lifting slot holes free from debris.

### **D Measurement**

The department will measure Maintain and Remove Concrete Barrier Temporary Precast by the linear foot of concrete barrier temporary precast, 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.0090.0001	Maintain and Remove Concrete Barrier Temporary Precast	LF

Payment is full compensation for receiving, maintaining, keeping concrete barrier temporary precast drainage/lifting slot holes free from debris, and removing from the project site concrete barrier temporary precast including any attached temporary glare screen and reflectors.

## **32. Survey Project 1030-22-84, Item SPV.0105.0001.**

### **A Description**

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard spec 105.6 and 650 except as modified in this special provision.

*Replace standard spec 105.6.1(2) with the following:*

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

*Replace standard spec 650.1 with the following:*

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- noise barriers
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- slope stakes
- landscaping elements
- traffic control items
- fencing

## **B (Vacant)**

## **C Construction**

*Supplement standard spec 650.3.1 (5) with the following:*

Confirm with engineer before using global positioning methods to establish the following:

1. Structure layout horizontal or vertical locations.
2. Concrete barrier vertical locations.

*Replace standard spec 650.3.1(6) with the following:*

(6) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

*Replace standard spec 650.3.3.1 with the following:*

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if the GPS machine guidance is producing unacceptable results.

*Replace standard spec 650.3.3.4.1 with the following:*

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

*Add the following to standard spec 650.3.3.6.2 as paragraph four:*

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

## **D Measurement**

*Replace standard spec 650.4 with the following:*

- (1) The department will measure Survey Project (project ID) as separate single lump sum units, acceptably completed.

## **E Payment**

*Replace standard spec 650.5 with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.0001	Survey Project 1030-22-84	LS

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract and for adjusting stakes to ensure compatibility with existing field conditions. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

sef-650-005 (20180104)

## **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:

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#### 104.3 Contractor Notification

Replace the entire text with the following effective with the December 2019 letting:

##### 104.3.1 General

- (1) Subsection 104.3 specifies the step-by-step communication process to be followed to expedite the resolution of potential contract revisions identified by the contractor. Both contractor actions and department responses are outlined. The contractor's non-compliance with the requirements of 104.3 may constitute a waiver of entitlement to a pay adjustment under 109.4 or a time extension under 108.10. The department and contractor can mutually agree to extend any time frame specified throughout 104.3.

##### 104.3.2 Contractor Initial Oral Notification

- (1) If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, the contractor must promptly provide oral notification to the project engineer. Upon notification, the project engineer will attempt to resolve the identified issue.

##### 104.3.3 Contractor 5-Day Written Statement

- (1) If the project engineer has not responded or resolved the identified issue within 5 business days after receipt of initial notification, provide a contractor written statement to the project engineer in the following format:

###### Part 1 - Executive Summary (label page 1.1 through page 1.x)

Include a detailed, factual statement of the request for additional compensation and contract time. Include the date the issue was identified, the date initial notification was given to the project engineer, and the dates and specific locations of work involved.

###### Part 2 - Contractor's Basis of Entitlement (label page 2.1 through page 2.x)

Include references to relevant contract provisions and a narrative summarizing how the contract provisions support the request for a revision to the original contract.

###### Part 3 - Contractor's Request for Damages (label page 3.1 through page 3.x)

When requesting additional compensation, include an itemized list of costs with a narrative supporting the requested amount and explaining how the costs are tied to the requested contract revision.

When requesting additional contract time, include a copy of the schedule that was in effect when the issue occurred and a detailed narrative explaining how the issue impacted controlling items of work. Provide a time impact analysis utilizing base and updated schedules.

If the full extent of either compensation or time is not known at the date of submittal of the contractor 5-Day written statement, provide a brief statement as to why, and include estimated compensation and time.

###### Part 4 - Supporting Documentation (label page 4.1 through page 4.x)

Include copies of the following:

- A. Relevant excerpts from specifications, special provisions, plans, change orders, or other contract documents.
  - B. Communication on the issue, including: letters, e-mails, meeting minutes, etc.
  - C. Any other documentation to support or clarify the contractor's position, including: daily work records, cost summary sheets, weigh tickets, test results, sketches, etc.
- (2) With the submittal of the written statement, the contractor may also request a meeting with the region.

##### 104.3.4 Region One-Day Written Acknowledgment

- (1) Within one business day after the contractor provides the 5-day written statement, the project engineer will provide a region one-day written acknowledgment to the contractor. The project engineer will continue to resolve the issue.

##### 104.3.5 Region 5-Day Written Response

- (1) Within 5 business days after receiving the contractor 5-day written statement, the project engineer may request specific additional information to allow the project engineer to decide whether item 1 or 2 of 104.3.6(1) applies. The project engineer will state the information needed and date it is to be

received for further review. Submit additional information as an amendment to the contractor 5-day written statement.

#### **104.3.6 Region Final Decision**

- (1) Within 10 business days after receiving the contractor 5-day written statement or additional information requested in 104.3.5(1), whichever comes last, the region will consider all information and provide a region final decision in writing to the contractor with one or more of the following responses:
    1. The region will confirm that the contractor is entitled to a contract revision and a contract change order is necessary as specified in 104.2. The project engineer will give direction concerning the potential change.
    2. The region will deny that the contractor is entitled to a contract revision. The project engineer will provide a statement as to why the issue is not a change to the contract. At a minimum, the project engineer will respond to the contractor's issues and refer to the contract to show why the issues are not a change from the original contract.
  - (2) If the contractor does not agree with the region's decision the contractor may pursue the issue as a claim as specified in 105.13. Alternatively, if the contractor and department mutually agree, the department will get a third-party advisory opinion according to the department's dispute resolution procedures.
  - (3) If a third party reviews the issue, their recommendation is not binding on either party. The region has 10 business days after receipt of the third party's written recommendation to render a decision. If the department fails to respond in writing within those 10 business days or the contractor disagrees with the region's decision, the contractor may pursue the issue as a claim as specified in 105.13.
- 

#### **104.6.1.2.1 General**

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conduct construction operations and provide facilities required to maintain the portion of the project open to the public in a condition that safely and adequately accommodates public traffic. Use barricades, signs, flaggers, and temporary barrier as specified in part VI, of the WMUTCD and ensure that the contractor's use of the right-of-way conforms to 107.9. Throughout the life of the contract, and as the engineer directs, conduct construction operations and provide facilities as follows:
    - Conduct flagging operations conforming to plan details and the department's flagging handbook.
    - Use drums, barricades, and temporary barrier to delineate and shield abrupt drop-offs and other hazards.
    - Furnish, erect, and maintain traffic control devices and facilities conforming to 643.
    - Furnish, erect, and maintain temporary pedestrian devices and facilities conforming to 644.
- 

#### **104.6.1.2.2 Flagging**

Replace paragraph three with the following effective with the December 2019 letting:

- (3) Provide associated advanced warning signs that meet the retroreflective requirements of 637.2.2.2. Provide temporary portable rumble strips from the department's APL installed according to manufacturer's instructions and as specified in the flagging plan details. Provide guidance service through the worksite using pilot vehicles if required.

Replace paragraph five with the following effective with the December 2019 letting:

- (5) Flagging is incidental to the contract and includes costs for advance signing, temporary portable rumble strips, and pilot vehicle guidance service.

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**104.8 Rights in the Use of Materials Found on the Project**

Replace paragraph two with the following effective with the December 2019 letting:

- (2) Do not excavate or remove material from within the right-of-way that is not within the vertical and horizontal excavation limits the plans show except as follows:
- If the contract does not identify potential source areas, obtain written authorization from the engineer to use those sources. Complete required environmental documentation and obtain necessary permits. The department will reduce pay by \$1.50 per cubic yard under the Material from Right-of-Way administrative item for material obtained from those areas.
  - If the contract identifies potential source areas that were evaluated and permitted in the original environmental document, do not begin excavating in those areas until the engineer allows in writing. Additional environmental documentation and environmental permits are not required. The department will not reduce pay for material obtained from those areas.

The department may suspend use of these sources if the contractor's operation affects the essential functions or characteristics of the project.

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**104.10.1 General**

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts for the following situations:
1. The contractor generates the original cost savings idea and formulates it into a concept.
  2. The department generates the original cost savings idea and obtains the contractor's assistance to formulate the idea into a concept.

Replace paragraph five with the following effective with the December 2019 letting:

- (5) The department will consider a CRI that changes but does not impair the essential functions or characteristics of the project. These functions or characteristics include, but are not limited to, appearance, service life, economy of operations, ease of maintenance, design, and safety of structures and pavements, construction phasing or procedures, or other contract requirements. The department will not consider a CRI that changes the following:
- Permanent pavement type.
  - Permanent structural cross section above the subgrade.
- 

**104.10.2 Submittal and Review of a CRI Concept**

Replace paragraphs five and six with the following effective with the December 2019 letting:

- (5) The department may consider a CRI concept that addresses a potential change under 104.2.
- (6) The department will not implement a contractor-initiated CRI concept, or portion of that concept, without sharing the cost savings with the contractor as specified in 104.10.4.2.
- (7) The savings generated by the CRI must be sufficient to warrant its review and processing and offset the level of risk. The department will assess the risk of the CRI relative to departmental design policies and criteria for the project. The department may reject a CRI concept for the following reasons:
1. It requires excessive time or costs for the contractor to develop the CRI proposal.
  2. It requires excessive time or costs for review, evaluation, investigation, or implementation.
  3. It introduces an inappropriate level of risk.

**104.10.4.2 Payment for the CRI Work**

Replace paragraph one with the following effective with the December 2019 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
  1. Adjusts the contract time, interim completion dates, or both.
  2. Pays the contractor for the unpaid balance of the CRI work.
  3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

$$NS = CW - CRW - CC - DC$$

Where:

**NS** = Net Savings

**CW** = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.

**CRW** = The cost of the revised work, computed at contract bid prices if applicable.

**CC** = The contractor's cost of developing the CRI proposal.

**DC** = The department's cost for investigating, evaluating, and implementing the CRI proposal.

**105.13 Claims Process for Unresolved Changes**

Replace the entire text with the following effective with the December 2019 letting:

**105.13.1 General**

- (1) Before submitting a claim, the department and contractor can mutually agree to have the department get a third-party advisory opinion as specified in 104.3.6.
- (2) The department and contractor can mutually agree to extend any time frame specified throughout 105.13 and can mutually agree to utilize an alternative dispute resolution method at any point before the department renders its final decision.
- (3) The department and contractor share costs related to referral to a dispute review board (DRB) as prescribed in the department's dispute resolution procedures.

**105.13.2 Notice of Claim**

- (1) If the contractor has followed the procedures for revising the contract specified in 104.2 and provided the notification specified in 104.3, but still disagrees with the region, the contractor may pursue the issue as a claim. File a notice of claim with the project engineer concerning the disagreement within 14 calendar days of receiving the region's decision under 104.3.6(1).
- (2) The project engineer may deny the applicable portion of a claim if the contractor does not do the following:
  1. File the notice of claim within 14 calendar days as specified in 105.13.2(1).
  2. Give the project engineer sufficient access to keep a record of the actual labor, materials, and equipment used to perform the claimed work.

- (3) Upon filing the notice of claim, maintain records as specified for force account statements in 109.4.5. Unless the project engineer issues a suspension, continue to perform the disputed work. The department will continue to make progress payments to the contractor as specified in 109.6.

**105.13.3 Submission of Claim**

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than the end of the time allowed under 109.7 for the contractor to respond in writing to the engineer-issued semi-final estimate. If the contractor does not submit the claim within that response time, the department will deny the claim.
- (2) The department will not accept the submission of a claim until the resolution process in 104.3 has been completed and the contractor makes no further requests to submit updated information that may affect the region's final decision.

**105.13.4 Content of Claim**

- (1) The final contractor written statement under 104.3.3 is considered the content of the claim. If the contractor makes a request to submit updated information that may affect the region's final decision under 104.3.6, submit the updated information as an amendment to the contractor written statement and continue the resolution process in 104.3 before submitting a claim.
- (2) The department may refer the claimant of a false claim to the appropriate authority for criminal prosecution. Certify the claim using the following form:

The undersigned is duly authorized to certify this claim on behalf of (the contractor).

(The contractor) certifies that this claim is made in good faith, that the supporting data are accurate and complete to the best of (the contractor's) knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which (the contractor) believes that the department is liable.

(THE CONTRACTOR)

By: \_\_\_\_\_

(Name and Title)

Date of Execution: \_\_\_\_\_

**105.13.5 Department Final Decision**

- (1) The department will have up to 28 calendar days, from the contractor's submission of the claim, to perform a final review of the claim and conduct all meetings. The department may request, in writing, that the contractor submit additional information related to the claim. Submit that additional information, or notify the department in writing to base its decision on the information previously submitted. Either the contractor or region may request a meeting to present their views. Before the meeting, both parties will agree upon written ground rules for the meeting.
- (2) Upon completion of the 28 calendar days for the department's review and meetings, the department will have up to 21 calendar days to render a written decision. The department will consider written and oral submissions from the contractor and region, and may consider other relevant information in the project records.
- (3) The department will provide the following in its final decision:
  1. A concise description of the claim.
  2. A clear, contractual basis for its decision that includes a reference to 104.2 on revisions to the contract and as appropriate, specific reference to language regarding the bid items in question.
  3. Other facts the department relies on to support its decision.
  4. A concise statement of the circumstances surrounding the claim and reasons for its decision. If the department rejects the claim in whole or in part, the department will explain why the claimed work is not a change to the contract work.
  5. The amount of money or other relief, if any, the department will grant the contractor.
- (4) If the contractor disagrees with the department's final decision, the contractor may initiate a legal action pursuant to state statutes.

**106.3.4.2.2.2 Freeze-Thaw Soundness**

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Perform freeze-thaw soundness testing according to AASHTO T103 as modified in CMM 8-60.2. Provide freeze/thaw soundness test results based on the fraction retained on the No. 4 sieve as follows:
  1. Using virgin crushed stone aggregates produced from limestone/dolomite sources in one or more of the following counties or from out of state:
 

Brown	Columbia	Crawford	Dane	Dodge
Fond du Lac	Grant	Green	Green Lake	Iowa
Jefferson	Lafayette	Marinette	Oconto	Outagamie
Rock	Shawano	Walworth	Winnebago	
  2. Using gravel aggregates produced from pit sources in one or more of the following counties or from out of state:
 

Dodge	Washington	Waukesha
-------	------------	----------

**208.5 Payment**

Replace paragraph three with the following effective with the December 2019 letting:

- (3) The department will adjust pay for material obtained from within the project right-of-way limits but outside project excavation limits, furnished under 208.2.2, as specified in 104.8.

**301.2.3 Sampling and Testing**

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Department and contractor testing shall conform to the following:

Sampling <sup>[1]</sup> .....	AASHTO T2
Percent passing the 200 sieve .....	AASHTO T11
Gradation <sup>[1]</sup> .....	AASHTO T27
Gradation of extracted aggregate .....	AASHTO T30
Moisture content <sup>[1]</sup> .....	AASHTO T255
Liquid limit .....	AASHTO T89
Plasticity index .....	AASHTO T90
Wear .....	AASHTO T96
Sodium sulfate soundness (R-4, 5 cycles) .....	AASHTO T104
Freeze/thaw soundness <sup>[1]</sup> .....	AASHTO T103
Lightweight Pieces in Aggregate .....	AASHTO T113
Fracture .....	ASTM D5821 as modified in CMM 8-60
Moisture/density <sup>[1]</sup> .....	AASHTO T99 and AASHTO T180
In-place density <sup>[1]</sup> .....	AASHTO T191
Asphaltic material extraction .....	CMM 8-36 WisDOT Test Method 1560

<sup>[1]</sup> As modified in CMM 8-60.

**301.2.4.5 Aggregate Base Physical Properties**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Furnish aggregates conforming to the following:

**TABLE 301-2 AGGREGATE BASE PHYSICAL PROPERTIES**

PROPERTY	CRUSHED STONE	CRUSHED GRAVEL	CRUSHED CONCRETE	RECLAIMED ASPHALT	REPROCESSED MATERIAL	BLENDED MATERIAL
Gradation AASHTO T27						
dense	305.2.2.1	305.2.2.1	305.2.2.1	305.2.2.2	305.2.2.1	305.2.2.1 <sup>[1]</sup>
open-graded	310.2	310.2	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Wear AASHTO T96 loss by weight	<=50%	<=50%	note <sup>[2]</sup>	—	note <sup>[2]</sup>	note <sup>[3]</sup>
Sodium sulfate soundness AASHTO T104 loss by weight						
dense	<=18%	<=18%	—	—	—	note <sup>[3]</sup>
open-graded	<=12%	<=12%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Freeze/thaw soundness AASHTO T103 <sup>[6]</sup> loss by weight						
dense	<=18%	<=18%	note <sup>[2]</sup>	—	—	note <sup>[3]</sup>
open-graded	<=18%	<=18%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Liquid limit AASHTO T89	<=25	<=25	<=25	—	—	note <sup>[3]</sup>
Plasticity AASHTO T90	<=6 <sup>[4]</sup>	<=6 <sup>[4]</sup>	<=6 <sup>[4]</sup>	—	—	note <sup>[3]</sup>
Fracture ASTM D5821 <sup>[6]</sup> min one face by count						
dense	58%	58%	58%	—	note <sup>[5]</sup>	note <sup>[3]</sup>
open-graded	90%	90%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>

<sup>[1]</sup> The final aggregate blend must conform to the specified gradation.

<sup>[2]</sup> No requirement for material taken from within the project limits. For material supplied from a source outside the project limits:

- LA wear maximum of 50 percent loss, by weight.
- Freeze thaw maximum of 42 percent loss, by weight.

<sup>[3]</sup> Required as specified for the individual component materials defined in columns 2 - 6 of the table before blending.

<sup>[4]</sup> For base placed between old and new pavements, use crushed stone, crushed gravel, or crushed concrete with a plasticity index of 3 or less.

<sup>[5]</sup> >=75 percent by count of non-asphalt coated particles.

<sup>[6]</sup> as modified in CMM 8-60.

**450.2.2 Aggregate Sampling and Testing**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) The department and the contractor will sample and test according to the following methods, except as revised with the engineer's approval:
- |                                                                |             |
|----------------------------------------------------------------|-------------|
| Sampling aggregates.....                                       | AASHTO T2   |
| Material finer than No. 200 sieve .....                        | AASHTO T11  |
| Sieve analysis of aggregates .....                             | AASHTO T27  |
| Mechanical analysis of extracted aggregate.....                | AASHTO T30  |
| Sieve analysis of mineral filler .....                         | AASHTO T37  |
| Los Angeles abrasion of coarse aggregate .....                 | AASHTO T96  |
| Freeze-thaw soundness of coarse aggregate <sup>[1]</sup> ..... | AASHTO T103 |
| Sodium sulfate soundness of aggregates (R-4, 5 cycles).....    | AASHTO T104 |
| Extraction of bitumen .....                                    | AASHTO T164 |

<sup>[1]</sup> As modified in CMM 8-60.2.

**450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve**

*Add 450.3.2.6.3 as a new subsection effective with the December 2019 letting:*

**450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve**

- (1) When specified in 460.3.3.1, compact asphaltic mixture using the roller pattern established during construction of a control strip. Use 2 or more rollers per paver if placing more than 165 tons per hour.
- (2) On the first day of production, construct a control strip under the direct observation of department personnel. After compacting the control strip with a minimum of 3 passes, mark the gauge outline and take a one-minute wet density measurement using a nuclear density gauge in back scatter mode at a single location. Take a density measurement at the same location after each subsequent pass. Continue compacting and testing until the increase in density is less than 1 pcf for 3 consecutive passes. Submit the final roller pattern to the engineer in writing. Once the roller pattern is established do not change the pattern or decrease the number, type, or weight of rollers without the engineer's written approval.
- (3) After establishing the roller pattern, and under the direct observation of the engineer, cut at least one 4-inch diameter or larger core from the control strip density gauge outline. Prepare cores and determine density according to AASHTO T166. Dry cores after testing. Fill core holes and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.

**450.3.2.8 Jointing**

*Replace paragraph three with the following effective with the December 2019 letting:*

- (3) Construct notched wedge longitudinal joints for mainline paving of HMA layers 1.75 inches or greater. Extend the wedge beyond the normal lane width as the plans show or as the engineer directs.

*Replace paragraph five with the following effective with the December 2019 letting:*

- (5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted steel side roller wheel or vibratory plate compactor the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
- (6) Clean longitudinal and transverse joints coated with dust and, if necessary, paint with hot asphaltic material, a cutback, or emulsified asphalt to ensure a tightly bonded, sealed joint.

**455.2.5 Tack Coat**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, or modified emulsified asphalt with an "h" suffix, unless the contract specifies otherwise.

**460.2.2.3 Aggregate Gradation Master Range**

*Replace paragraph one with the following effective with the December 2019 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	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm)	No. 2 (25.0 mm)	No. 3 (19.0 mm)	No. 4 (12.5 mm)	No. 5 (9.5 mm)	No. 6 (4.75 mm)	SMA No. 4 (12.5 mm)	SMA No. 5 (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	100	58 - 80	90 - 100
4.75-mm	—	—	—	—	90 max	90 - 100	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm	—	—	—	—	—	30 - 55	—	—
0.60-mm	—	—	—	—	—	—	18 max	18 max
0.075-mm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min <sup>[1]</sup>	15.0 min <sup>[2]</sup>	16.0 - 17.5	16.0 min	17.0 min

<sup>[1]</sup> 14.5 for LT and MT mixes.

<sup>[2]</sup> 15.5 for LT and MT mixes.

**460.2.7 HMA Mixture Design**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. Ensure that SMA mixture designs adhere to AASHTO R 46 and AASHTO M 325 in addition to the required test procedures outlined in CMM 8-66 table 1 and CMM 8-66 table 2. Determine the specific gravity of fines or super fines used as a mineral filler or additional stabilizer in SMA designs according to AASHTO T 100. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 8-60.2) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860) (one face/2 face, % by count)	65/___	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 <sup>[1]</sup>	43 <sup>[1]</sup>	45	45
Sand Equivalency (AASHTO T176, min)	40	40 <sup>[2]</sup>	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)	<= 4	<= 4	<= 4	<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 <sup>[3]</sup>	<= 89.0 <sup>[3]</sup>	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio <sup>[4]</sup> (% passing 0.075/Pbe)	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[6] [8]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[10] [11]</sup>				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.80 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	___	___	___	<= 0.30
Minimum Effective Asphalt Content, Pbe (%)	___	___	___	5.5

<sup>[1]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified fine aggregate angularity is 43 for LT and 45 MT mixes.

<sup>[2]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified sand equivalency is 43 for MT mixes.

<sup>[3]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[4]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[5]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified dust to binder ratio limits are 1.0 - 2.0 for LT mixes and 1.5 - 2.0 for MT and HT mixes.

<sup>[6]</sup> For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

<sup>[7]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[8]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[9]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[10]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[11]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

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#### **460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

*Replace paragraph four with the following effective with the December 2019 letting:*

- (4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

Blended aggregate gradations:

Drum plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to AASHTO T11 and T27.

Batch plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Asphalt content (AC) in percent:

AC by ignition oven according to AASHTO T308 (CMM 8-36.6.3.6), by chemical extraction according to AASHTO T-164 method A or B; or by automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Bulk specific gravity of the compacted mixture according to AASHTO T166.

Maximum specific gravity according to AASHTO T209.

Air voids (Va) by calculation according to AASHTO T269.

VMA by calculation according to AASHTO R35.

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#### **460.2.8.2.1.4.2 Control Charts**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Maintain standardized control charts at the laboratory. Record contractor test results on the charts the same day as testing. Record data on the standardized control charts as follows:
- Blended aggregate gradation tests in percent passing. Of the following, plot sieves required in table 460-1: 37.5-mm, 25.0-mm, 19.0-mm, 12.5-mm, 9.5-mm, 4.75-mm, 2.36-mm, 1.18-mm, 0.60-mm, and 0.075-mm.
  - Asphalt material content in percent.
  - Air voids in percent.
  - VMA in percent.
- (2) Plot both the individual test point and the running average of the last 4 data points on each chart. Show QC data in black with the running average in red. Draw the warning limits with a dashed green line and the JMF limits with a dashed red line. The contractor may use computer generated black-and-white printouts with a legend that clearly identifies the specified color-coded components.

**460.2.8.2.1.5 Control Limits**

Replace paragraph one with the following effective with the December 2019 letting:

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

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
4.75-mm	+/- 5.0	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
1.18-mm	+/- 4.0	+/- 3.0
0.60-mm	+/- 4.0	+/- 3.0
0.075-mm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

<sup>[2]</sup> VMA limits are based on requirements for each mix design nominal maximum aggregate size in table 460-1. For No. 6 (4.75mm) mixes, JMF limits are +/- 0.5 and warning limits are +/- 0.2.

**460.3.2 Thickness**

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Provide the plan thickness for lower and upper layers limited as follows:

NOMINAL SIZE	MINIMUM LAYER THICKNESS (in inches)	MAX LOWER LAYER THICKNESS (in inches)	MAX UPPER LAYER THICKNESS (in inches)	MAX SINGLE LAYER THICKNESS <sup>[3]</sup> (in inches)
No. 1 (37.5 mm)	4.5	6	4.5	6
No. 2 (25.0 mm)	3.0	5	4	6
No. 3 (19.0 mm)	2.25	4	3	5
No. 4 (12.5 mm) <sup>[1]</sup>	1.75	3 <sup>[2]</sup>	2.5	4
No. 5 (9.5 mm) <sup>[1]</sup>	1.25	3 <sup>[2]</sup>	2	3
No. 6 (4.75 mm)	0.75	1.25	1.25	1.25

<sup>[1]</sup> SMA mixtures use nominal size No. 4 (12.5 mm) or No. 5 (9.5 mm).

<sup>[2]</sup> SMA mixtures with nominal sizes of No. 4 (12.5 mm) and No. 5 (9.5 mm) have no maximum lower layer thickness specified.

<sup>[3]</sup> For use on cross-overs and shoulders.

- (2) Place leveling layers using No. 4 (12.5 mm), No. 5 (9.5 mm), or No. 6 (4.75 mm) mixtures. Leveling layers may be thinner than the minimum lower layer thickness for the mixture used.
- (3) Place wedging layers as the contract specifies or engineer directs. Wedging layers have no specified minimum or maximum thickness.

**460.3.3.1 Minimum Required Density**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Compact No. 6 mixtures in lower layers as specified in 450.3.2.6.2 and in upper layers as specified in 450.3.2.6.3. For other HMA mixtures, compact all layers to the density table 460-3 specifies.

**TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1]</sup>**

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	93.0
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	92.0

<sup>[1]</sup> The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer will investigate the acceptability of that material according to CMM 8-15.11.

<sup>[2]</sup> Includes side roads, crossovers, turn lanes, ramps, parking lanes, bike lanes, and park-and-ride lots as defined by the contract plans.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

**460.3.3.2 Pavement Density Determination**

*Replace paragraph three with the following effective with the December 2019 letting:*

- (3) A lot is defined in CMM 8-15 and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of all samples taken for that lot. The department determines the number of tests per lot according to CMM 8-15.

**460.5.2.1 General**

*Replace paragraph six with the following effective with the December 2019 letting:*

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
- Va less than 2.5 or greater than 6.5 percent for SMA, or for other mixes, less than 1.5 or greater than 5.0 percent.
  - VMA more than 1.0 percent below the minimum or above the maximum specified in table 460-1.
  - AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

**501.2.5.5 Sampling and Testing**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Sample and test aggregates for concrete according to the following:

Sampling aggregates <sup>[1]</sup> .....	AASHTO T2
Lightweight pieces in aggregate .....	AASHTO T113
Material finer than No. 200 sieve <sup>[1]</sup> .....	AASHTO T11
Unit weight of aggregate .....	AASHTO T19
Organic impurities in sands .....	AASHTO T21
Sieve analysis of aggregates .....	AASHTO T27
Effect of organic impurities in fine aggregate .....	AASHTO T71
Los Angeles abrasion of coarse aggregate .....	AASHTO T96
Alkali Silica Reactivity of Aggregates .....	ASTM C1260
Alkali Silica Reactivity of Combinations of Cementitious Materials and Aggregates .....	ASTM C1567
Freeze-thaw soundness of coarse aggregate <sup>[1]</sup> .....	AASHTO T103
Sodium sulfate soundness of coarse aggregates (R-4, 5 cycles) .....	AASHTO T104
Specific gravity and absorption of fine aggregate .....	AASHTO T84
Specific gravity and absorption of coarse aggregate <sup>[1]</sup> .....	AASHTO T85
Flat & elongated pieces based on a 3:1 ratio <sup>[1]</sup> .....	ASTM D4791
Sampling fresh concrete .....	AASHTO R60
Making and curing concrete compressive strength test specimens .....	AASHTO T23
Compressive strength of molded concrete cylinders .....	AASHTO T22

<sup>[1]</sup> As modified in CMM 8-60.

**505.2.2 Bar Steel Reinforcement**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Conform to AASHTO M31, type S or type W.

**505.2.3 High-Strength Bar Steel Reinforcement**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Conform to AASHTO M31, grade 60, type S or type W.

**505.2.4.1 General**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Conform to AASHTO M31, grade 60, type S or type W. Ensure that the coating is applied in a CRSI certified epoxy coating plant. Bend bars that require bending before coating, unless the fabricator can bend the bar without damaging the coating.

**505.2.6.1 General**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.

**505.2.6.2.2 Solid Dowel Bars**

*Replace paragraph one with the following effective with the December 2019 letting:*

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat in a plant certified by the Concrete Reinforcing Steel Institute with a thermosetting epoxy conforming to AASHTO M254, type B.

**625.3.2 Processing Topsoil or Salvaged Topsoil**

*Delete paragraph four effective with the December 2019 letting.*

**701.3.1 General**

*Replace the entire text with the following effective with the December 2019 letting:*

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Use the test methods specified in table 701-1.

**TABLE 701-1 TESTING AND CERTIFICATION STANDARDS**

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 8-30.9.2	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2 <sup>[1][4]</sup>	TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 <sup>[1]</sup>	AGGTEC-I, ACT-AGG
Fine and coarse aggregate gradation	AASHTO T27 <sup>[1]</sup>	
Aggregate moisture content	AASHTO T255 <sup>[1]</sup>	
Fractured faces	ASTM D5821 <sup>[1]</sup>	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Plasticity index	AASHTO T90 <sup>[3]</sup>	
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>	
Air void system of fresh concrete	AASHTO TP118 <sup>[5]</sup>	
Concrete slump	AASHTO T119 <sup>[2]</sup>	
Concrete temperature	ASTM C1064	
Making and curing concrete cylinders	AASHTO T23	
Moist curing for concrete cylinders	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Concrete flexural strength	AASHTO T97	
Profiling	—	PROFILER

<sup>[1]</sup> As modified in CMM 8-60.

<sup>[2]</sup> As modified in CMM 8-70.

<sup>[3]</sup> A plasticity check, if required under individual QMP provisions, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

<sup>[4]</sup> Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

<sup>[5]</sup> Consolidate by rodding.

**715.2.1 General**

*Replace paragraph five with the following effective with the December 2019 letting:*

- (5) For new lab-qualified mixes, test the air void system of the proposed concrete mix. Include the SAM number as a part of the mix design submittal.

---

**715.3.1.1 General**

Replace paragraph two with the following effective with the December 2019 letting:

- (2) Test the air void system at least once per lot and enter the SAM number in the MRS for information only. SAM testing is not required for the following:
- For lots with less than 4 sublots.
  - High early strength (HES) concrete.
  - Special high early strength (SHES) concrete.
  - Concrete placed under the following bid items:
    - Concrete Pavement Approach Slab
    - Concrete Masonry Culverts
    - Concrete Masonry Retaining Walls
    - Steel Grid Floor Concrete Filled
    - Crash Cushions Permanent
    - Crash Cushions Permanent Low Maintenance
    - Crash Cushions Temporary
- 

**730.3.1 General**

Replace paragraph three with the following effective with the December 2019 letting:

- (3) Stockpile tests<sup>[1]</sup> can be used for multiple projects. If placement on a project does not begin within 120 calendar days after the date the stockpile sample was obtained, retest the stockpile before placement begins.

<sup>[1]</sup> Replace the stockpile test with an in-place production test for concrete pavement recycled and processed on-site; test on the first day of production.

---

**730.3.2 Contractor QC Testing**

Replace paragraph four with the following effective with the December 2019 letting:

- (4) Submit test results to the engineer within one business day of obtaining the sample, except any aggregate classification with recycled asphalt may be submitted within two business days.
- 

**730.3.4.1 Contractor QC Testing**

Replace the entire text with the following effective with the December 2019 letting:

- (1) For small quantity contracts with  $\leq 500$  tons, submit 2 production tests or 1 stockpile test. Production tests are valid for 3 years from the date the production sample was obtained. Begin placement within 3 years of the date sampled.
- (2) For small quantity contracts with  $\leq 6000$  tons and  $\geq 500$  tons, do the following:
1. Conduct one QC stockpile test before placement.
  2. Submit 2 production tests or conduct 1 loadout test instead of placement tests. Production tests are valid for 3 years from the date the production sample was obtained; the first day of placement must be within 3 years of the date sampled.
  3. If the actual quantity placed is more than 6000 tons, on the next day of placement perform one additional random QC test for each 3000 tons of overrun, or fraction thereof.
- 

**740.3.2 Contractor QC Testing**

Replace paragraph three with the following effective with the December 2019 letting:

- (3) Field-locate the beginning and ending points for each profile run. Measure the profiles of each standard and partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. 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.

---

**Errata**

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**104.6.1.2.3 Drop-Off and Hazard Protection**

Correct errata by changing 2 inches or greater to greater than 2 inches.

- (1) Eliminate vertical drop-offs greater than 2 inches and edge slopes steeper than 3:1 between adjacent lanes open to traffic.

---

**305.3.3.3 Shoulders Adjacent to Asphaltic Pavement or Surfacing**

Correct errata by changing 2-inch or more to greater than 2-inch.

- (2) If the roadway remains open to through traffic during construction and a greater than 2-inch drop-off occurs within 3 feet or less from the edge of the traveled way, eliminate the drop-off within 48 hours after completing that days paving. Unless the special provisions specify otherwise, provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.

---

**614.3.6 Thrie Beam Structure Approach Retro Fits**

Correct errata by deleting the galvanization reference already required under 614.3.1.

- (2) Install posts and drill holes into existing thrie beam conforming to 614.3.2.

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**628.3.7 Mobilizations for Erosion Control**

Correct errata by clarifying that mobilizations for erosion control include proceeding with the work.

- (1) Move personnel, equipment, and materials to the project site and promptly proceed with construction of erosion control items at the stages the contract indicates or the engineer directs.

### ADDITIONAL SPECIAL PROVISION 7

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

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data 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 their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals 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/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Effective August 2015 letting**

### **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.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

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:

<https://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>



## Proposal Schedule of Items

Page 1 of 4

Proposal ID: 20200512008 Project(s): 1030-22-84

Federal ID(s): N/A

SECTION: 0001 Roadway

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	204.9180.S Removing (item description) 0001. Asphaltic Flumes	14.000 SY	_____.	_____.
0004	213.0100 Finishing Roadway (project) 0001. 1030- 22-84	1.000 EACH	_____.	_____.
0006	416.1010 Concrete Surface Drains	2.000 CY	_____.	_____.
0008	531.0300.S Noise Barriers Double-Sided Sound Absorptive (structure) 0001. N-40-93	43,200.000 SF	_____.	_____.
0010	603.1142 Concrete Barrier Type S42	1,907.000 LF	_____.	_____.
0012	603.8125 Concrete Barrier Temporary Precast Installed	2,468.000 LF	_____.	_____.
0014	606.0200 Riprap Medium	1.000 CY	_____.	_____.
0016	614.2300 MGS Guardrail 3	13.000 LF	_____.	_____.
0018	614.2500 MGS Thrie Beam Transition	40.000 LF	_____.	_____.
0020	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0022	619.1000 Mobilization	1.000 EACH	_____.	_____.
0024	624.0100 Water	6.000 MGAL	_____.	_____.
0026	625.0500 Salvaged Topsoil	900.000 SY	_____.	_____.
0028	628.1104 Erosion Bales	50.000 EACH	_____.	_____.
0030	628.1504 Silt Fence	2,813.000 LF	_____.	_____.
0032	628.1520 Silt Fence Maintenance	1,406.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 2 of 4

Proposal ID: 20200512008 Project(s): 1030-22-84

Federal ID(s): N/A

SECTION: 0001 Roadway

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	628.1905 Mobilizations Erosion Control	2.000 EACH	_____.	_____.
0036	628.1910 Mobilizations Emergency Erosion Control	1.000 EACH	_____.	_____.
0038	628.2004 Erosion Mat Class I Type B	4,450.000 SY	_____.	_____.
0040	628.7010 Inlet Protection Type B	4.000 EACH	_____.	_____.
0042	628.7020 Inlet Protection Type D	3.000 EACH	_____.	_____.
0044	628.7504 Temporary Ditch Checks	78.000 LF	_____.	_____.
0046	628.7560 Tracking Pads	2.000 EACH	_____.	_____.
0048	628.7570 Rock Bags	55.000 EACH	_____.	_____.
0050	630.0200 Seeding Temporary	60.000 LB	_____.	_____.
0052	630.0500 Seed Water	80.000 MGAL	_____.	_____.
0054	633.1000 Delineators Barrier Wall	21.000 EACH	_____.	_____.
0056	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	_____.	_____.
0058	634.0622 Posts Wood 4x6-Inch X 22-FT	2.000 EACH	_____.	_____.
0060	635.0200 Sign Supports Structural Steel HS	483.000 LB	_____.	_____.
0062	636.0100 Sign Supports Concrete Masonry	1.800 CY	_____.	_____.
0064	636.0500 Sign Supports Steel Reinforcement	204.000 LB	_____.	_____.
0066	637.2210 Signs Type II Reflective H	1.000 SF	_____.	_____.



## Proposal Schedule of Items

Page 3 of 4

Proposal ID: 20200512008 Project(s): 1030-22-84

Federal ID(s): N/A

SECTION: 0001 Roadway

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0068	638.2101 Moving Signs Type I	1.000 EACH	_____.	_____.
0070	638.2102 Moving Signs Type II	3.000 EACH	_____.	_____.
0072	638.2602 Removing Signs Type II	1.000 EACH	_____.	_____.
0074	638.3000 Removing Small Sign Supports	6.000 EACH	_____.	_____.
0076	638.3100 Removing Structural Steel Sign Supports	2.000 EACH	_____.	_____.
0078	643.0300 Traffic Control Drums	8,759.000 DAY	_____.	_____.
0080	643.0420 Traffic Control Barricades Type III	1,100.000 DAY	_____.	_____.
0082	643.0705 Traffic Control Warning Lights Type A	2,200.000 DAY	_____.	_____.
0084	643.0715 Traffic Control Warning Lights Type C	2,244.000 DAY	_____.	_____.
0086	643.0800 Traffic Control Arrow Boards	263.000 DAY	_____.	_____.
0088	643.0900 Traffic Control Signs	10,700.000 DAY	_____.	_____.
0090	643.0920 Traffic Control Covering Signs Type II	2.000 EACH	_____.	_____.
0092	643.1000 Traffic Control Signs Fixed Message	147.500 SF	_____.	_____.
0094	643.1050 Traffic Control Signs PCMS	183.000 DAY	_____.	_____.
0096	643.4100.S Traffic Control Interim Lane Closure	30.000 EACH	_____.	_____.
0098	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0100	645.0120 Geotextile Type HR	4.000 SY	_____.	_____.



## Proposal Schedule of Items

Page 4 of 4

Proposal ID: 20200512008 Project(s): 1030-22-84

Federal ID(s): N/A

SECTION: 0001 Roadway

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0102	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	210.000 LF	_____.	_____.
0104	646.9010 Marking Removal Line Water Blasting 4-Inch	210.000 LF	_____.	_____.
0106	649.0150 Temporary Marking Line Removable Tape 4-Inch	4,850.000 LF	_____.	_____.
0108	715.0603 Incentive Strength Concrete Barrier	954.000 DOL	1.00000	954.00
0110	SPV.0030 Special 0001. Fertilizer Type B Special	4.000 CWT	_____.	_____.
0112	SPV.0060 Special 0001. Maintain and Remove Crash Cushions Temporary Left in Place	1.000 EACH	_____.	_____.
0114	SPV.0060 Special 0002. Traffic Control Close-Open Freeway Entrance Ramp	20.000 EACH	_____.	_____.
0116	SPV.0060 Special 0003. Coring Holes In Asphalt Mow Strip	28.000 EACH	_____.	_____.
0118	SPV.0075 Special 0001. Pavement Cleanup Project 1030-22-84	25.000 HRS	_____.	_____.
0120	SPV.0085 Special 0001. Seeding Mixture No. 30 Special	120.000 LB	_____.	_____.
0122	SPV.0090 Special 0001. Maintain and Remove Concrete Barrier Temporary Precast	2,468.000 LF	_____.	_____.
0124	SPV.0105 Special 0001. Survey Project 1030-22-84	LS	LUMP SUM	_____.

Section: 0001

Total: \_\_\_\_\_.

Total Bid: \_\_\_\_\_.

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**



## Wisconsin Department of Transportation

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May 05, 2020

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #08: 1030-22-84  
Oakwood Noise Barrier  
500'S to 1500'N of Oakwood Rd  
IH 41  
Milwaukee County**

### Letting of May 12, 2020

This is Addendum No. 01 which provides for the following:

#### Special Provisions:

Revised Special Provisions	
Article No.	Description
3	Prosecution and Progress
20	Noise Barriers Double-Sided Sound Absorptive N-40-93, Item 531.0200.S.0001

#### Other

Revise the contract time for completion from a completion date of October 16, 2020 to a completion date of November 20, 2020.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 01**

**1030-22-84**

**May 5, 2020**

**Special Provisions**

**3. Prosecution and Progress**

*Replace entire section titled Interim Liquidated Damages with the following:*

**Interim Liquidated Damages**

IH 41 Northbound/ IH 94 Westbound Long-Term Outside Lane Closure and Ramp EA Long-Term Closure

The outside lane of IH 41 Northbound / IH 94 Westbound and Ramp EA can be closed for a maximum of 60 consecutive calendar days between August 24, 2020 and November 20, 2020. Complete all work on IH 41 Northbound / IH 94 Westbound necessary to open all lanes of IH 41 Northbound / IH 94 Westbound and Ramp EA, including noise barrier construction, concrete barrier, pavement marking, guardrail, and all other incidentals necessary to fully reopen the roadways.

If the contractor fails to complete the work necessary to reopen IH 41 Northbound/ IH 94 Westbound to traffic in four 12' lanes and to reopen Ramp EA to traffic within a maximum of 60 calendar days between August 24, 2020 and November 20, 2020, the department will assess the contractor \$4,000 in interim liquidated damages for each calendar day that the contract work remains incomplete beyond 60 calendar days, or the number of calendar days approved by the engineer. An entire calendar day will be charged for any period of time within each calendar day that the outside lane of IH 41 Northbound/ IH 94 Westbound remains closed and/or Ramp EA remains closed beyond 12:01 AM. If the outside lane of IH 41 Northbound/ IH 94 Westbound remains closed and/or Ramp EA remains closed beyond the overall contract completion date, only the liquidated damages provided in standard spec 108.11 will be assessed by the department.

**20. Noise Barriers Double-Sided Sound Absorptive N-40-93, Item 531.0200.S.0001.**

*Replace paragraph two under section titled B.2.1 Structural and Foundation Design with the following:*

The minimum design wind pressure shall be 35 psf (Strength III) for ground mounted noise barriers and 40 psf (Strength III) for structure mounted noise barriers. For ground and structure mounted noise barriers, the minimum Service I design wind pressure shall be 15 psf. All wind loads shall be applied perpendicular to the barrier, alternately in each direction.

**END OF ADDENDUM**