

WISCONSIN DEPARTMENT OF TRANSPORTATION{PRIVATE }  
 DIVISION OF TRANSPORTATION INFRASTRUCTURE DEVELOPMENT  
 BUREAU OF HIGHWAY CONSTRUCTION  
 STANDARDS DEVELOPMENT SECTION

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## PART I

### GENERAL REQUIREMENTS AND COVENANTS

**101. Definitions and Terms.** The following definition is added:

**Consulting Firm.** The individual, partnership, joint ventures, corporation or agency contracted by the Department to act directly or as a duly authorized construction representative providing services for the Department.

**102.11 Competency of Bidders.** The second paragraph is revised to read as follows:

Any individual, partnership or corporation desiring to bid on any work under the jurisdiction or management of the Department shall furnish the Department a statement on a form provided by the Department, which statement shall fully develop the financial ability, adequacy of plant, equipment and organization, prior experience and other pertinent and material facts required; certificates for insurance Types 1, 2 and 3 as required by Subsection 107.26 shall be included.

**103.1 Consideration of Proposals.** The fifth paragraph is removed and replaced by the following:

Proposals will be considered irregular and will be rejected as nonresponsive if any of the unit bid prices are significantly unbalanced to the potential detriment of the Department.

**106.1 Source of Supply and Quality.** The eighth, ninth and tenth paragraphs are deleted.

**107.12 Responsibility for Claims.** The first paragraph is revised to read as follows:

The contractor and the contractor's insurer shall defend, indemnify and save harmless the State, its officers, agents (in this context, agents exclude consulting firms, Wisconsin Counties and Municipalities and their respective officers and employees) and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of the contractor; or because of any claims or amounts recovered for any infringement by the contractor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the contractor's employees; or any other law, ordinance, order or decree relating to the contractor's operations. So much of the money due the contractor under and by virtue of the contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the State until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Department. The contractor shall also comply with all of the above requirements defending, indemnifying and saving harmless the county, town or municipality in which the

improvement is made and each of them separately or jointly and their officers, agents and employees.

The third paragraph is deleted.

**107.17.3 Railroad Insurance Requirements.** The entire text is removed and replaced by the following:

The contractor shall provide Railroad Protective Insurance coverage, as may be required by the special provisions. The policy shall name as insured parties the railroad which owns the affected right of way and premises plus such other railroads operating on the track by agreement with the owner. Copies of the policy shall be furnished in accordance with requirements of this subsection.

The contractor shall not enter onto the right of way or premises of the railroad for the purpose of doing work under the contract until the policy has been received by the Department.

**Railroad Protective Liability.** Where the project involves impact to railroad property as noted in the special provisions, the contractor or subcontractor shall maintain the following type and limits of insurance in addition to the types and limits of required insurance set forth in Subsection 107.26. Such required commercial insurance shall remain in force until such time as all work under or incidental to the contract has been completed by the contractor and accepted by the Department.

Type of Insurance

Minimum Limits Required

Railroad Protective Liability Insurance

\$2 Million per occurrence; may be subject to an Annual Aggregate limit of not less than \$6 million.

When this coverage is required, the contractor or subcontractor shall furnish evidence of the required coverage by submitting two copies of the policy to the Department prior to commencing work under the contract. The Department will send one copy to the railroad company.

A 60 day notice of cancellation or material change in coverage will be required. All coverage shall be placed with the insurance companies licensed to do business in the State of Wisconsin that have an A. M. Best rating of A- or better. The Department reserves the right to require other coverage and limits as detailed in the special provisions. The cost of providing the required insurance coverage and limits shall be considered incidental to the contract and no additional or special compensation will be made therefor.

**107.25 Archeological and Historical Findings.** The entire text is removed and replaced with the following:

Whenever the construction operations encounter human remains, or artifacts believed to be of archeological or historical significance, the contractor shall immediately cease operations at the

encounter site and the contractor shall notify the responsible State agency or agencies, as the case may be. The contractor shall comply with directions of the responsible State agency or agencies, and shall cooperate in any necessary moving of construction operations from the site. Work may be continued elsewhere on the project unless otherwise directed by the engineer. Operations at the encounter site shall not resume until allowed by the responsible State agency or agencies.

**107.26 Standard Insurance Requirements.** This new subsection is added and reads as follows:

The contractor shall maintain the following types and limits of commercial insurance in force until such time as all work under or incidental to the contract has been completed by the contractor and accepted by the Department:

{PRIVATE } <u>Type of Insurance</u>	<u>Minimum Limits Required*</u>
1. Commercial General Liability Insurance; shall be endorsed to include blanket contractual liability coverage.	\$2 Million Combined Single Limits per Occurrence; may be subject to an Annual Aggregate Limit of not less than \$4 Million.
2. Workers' Compensation and Employers' Liability Insurance.	Workers' Compensation: Statutory Limits Employers' Liability: Bodily Injury by Accident: \$100,000 Each Accident  Bodily Injury by Disease: \$500,000 Each Accident \$100,000 Each Employee
3. Commercial Automobile Liability Insurance; shall cover all contractor-owned, non-owned, and hired vehicles used in carrying out the contract.	\$1 Million-Combined Single Limits Per Occurrence.

\*These requirements may be satisfied either through primary insurance coverage or through excess/umbrella policies.

Each bidder shall provide the Department with Certificates of Insurance as evidence that required coverages for Insurance Types 1, 2 and 3 are in force. The certificates shall be provided at the time of prequalification in accordance with requirements of Subsection 102.11.

A 60 day notice of cancellation or material change in coverage will be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin that have an A.M. Best rating of A- or better. The Department reserves the right to require other coverage and limits as detailed in the special provisions. The cost of providing the required insurance coverage and limits shall be considered incidental to the contract and no additional or special compensation will be made therefor.

The above insurance requirements shall apply with equal force whether the work under the project is performed by the contractor, by a subcontractor or by anyone directly or indirectly employed by either of them.

## PART II

### EARTHWORK

**206.3.13 Disposal of Excavated Material.** The first paragraph is revised to read as follows:

Excavated material suitable for use as riprap may be so placed if such use is appropriate. Excavated material not used as riprap and suitable for backfilling may be so utilized. Excavated material not used for riprap or backfilling and suitable for the construction of embankments shall be used therefor in accordance with the requirements for Roadway and Drainage Excavation and Embankments, provided the contract contains a bid item of Common Excavation, Unclassified Excavation or Borrow Excavation, and there is a need for such excavated material in the embankment at the time of disposal. Payment for the excavated material used in the embankment construction will be at the contract unit price for Borrow Excavation. In the absence of a Borrow Excavation item in the original contract, payment will be made at the contract unit price for Common Excavation or Unclassified Excavation, as the case may be. The quantity of excavated material used in the embankment construction shall be determined in accordance with Subsection 205.5.1. Overhaul will not be allowed for excavated material placed in embankments.

## PART IV

### PAVEMENTS

**401.3.4 Asphalt, Type AC.** The following text is added:

Requirements for asphalt cements graded by performance shall be as shown on the Table, page 7:

Notes to the Table:

- a. Pavement temperatures can be estimated from air temperatures using an algorithm contained in the Superpave™ software program or may be provided by the specifying agency, or by following the procedures as outlined in AASHTO Document PPX.
- b. This requirement may be waived at the discretion of the specifying agency if the supplier warrants that the asphalt cement can be adequately pumped and mixed at temperatures that meet all applicable safety standards.
- c. For quality control of unmodified asphalt cement production, measurement of the viscosity of the original asphalt cement may be substituted for dynamic shear measurements of  $G'/\sin \delta$  at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary or rotational viscometer (AASHTO T 201 or T 202).
- d. The PAV aging temperature is based on simulated climatic conditions and is one of three temperatures 90 C, 100 C or 110 C. The PAV aging temperature is 100 C for PG 64- and above, except in desert climates, where it is 110 C.
- e. Physical Hardening - TP 1 is performed on a set of asphalt beams according to Section 13.1 of TP 1, except the conditioning time is extended to 24 hrs  $\pm$  10 minutes at 10 C above the minimum performance temperature. The 24-hour stiffness and m-value are reported for information purposes only.
- f. If the creep stiffness is below 300 MPa, the direct tension test is not required. If the creep stiffness is between 300 and 600 MPa the direct tension failure strain requirement can be used in lieu of the creep stiffness requirement. The m-value requirement must be satisfied in both cases.

**407.2.2.1.1 Definitions.** Under the definition for Manufactured Sand, the second paragraph is deleted.

**407.2.2.2 Asphaltic Materials.** The text is revised to read as follows:

The virgin or resultant blended asphaltic material shall be as designated in the contract.

# TABLE

## PART V

### STRUCTURES

**502.7.6 Protective Surface Treatment.** The text is removed and replaced by the following:

Protective surface treatment will be measured in square meters. The quantity measured for payment shall be the actual area of bridge deck and appurtenances treated in accordance with the contract.

**502.8.6 Protective Surface Treatment.** The text is removed and replaced by the following:

This item, measured as provided above, will be paid for at the contract unit price per square meter for Protective Surface Treatment. Such payment shall be payment in full for furnishing and applying all materials, for preparing and cleaning all surfaces, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work in accordance with the contract.

**505.2.5 Welded Steel Wire Fabric for Concrete Reinforcement.** This subsection is added:

Welded steel wire fabric for concrete reinforcement shall conform to AASHTO M 55M. The mass and design of the fabric shall be as shown on the plans.

**505.3.3 Splicing.** The following text is added:

Sheets of welded steel wire fabric shall overlap each other sufficiently to maintain a uniform strength and shall be securely fastened at the ends and edges. The edge lap shall be not less than one mesh in width.

**520.3.3 Laying Pipe.** The following text is added as the fourth paragraph:

At the contractor's option, sealers meeting the requirements of Subsections 607.2.3, 607.2.4, 607.2.5 or 607.2.6 may be used instead of the geotextile fabric joint wrap. Construction methods for sealing the joints with these sealers shall comply with Subsection 607.3.4. There shall be no additional compensation to the contractor for using sealers instead of geotextile fabric.

**PART VI**

**INCIDENTAL CONSTRUCTION**

**643.2.6.3 Tests.** The entire subsection is deleted.

**SCHEDULE OF BID ITEMS ADDED AND RETIRED  
BY THE 1996 SUPPLEMENTAL SPECIFICATIONS**

U.S. STANDARD MEASURE (EAS VERSION 3)

ADDED BID ITEMS

	-----	
50625	Protective Surface Treatment	S.Y.
62826	Erosion Mat, Delivered, Class I, Type Urban	S.Y.
62827	Erosion Mat, Installed, Class I, Type Urban	S.Y.

RETIRED BID ITEM

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50230	Protective Surface Treatment	Gal.

**SCHEDULE OF BID ITEMS ADDED AND RETIRED  
BY THE 1996 SUPPLEMENTAL SPECIFICATIONS.**

SI METRIC (EAS VERSION 4)

ADDED BID ITEMS

	-----	
50265	Protective Surface Treatment	m2
62826	Erosion Mat, Delivered, Class I, Type Urban	m2
62827	Erosion Mat, Installed, Class I, Type Urban	m2

RETIRED BID ITEM

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50230	Protective Surface Treatment	L