

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
DT1502 01/2020 s.66.0901(7) Wis. Stats

Proposal Number: **010**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Southeast Region Wide	3742-02-71	N/A	Ser Tree Clearing Project; Various Ser Counties	VAR HWY

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: \$20,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: September 10, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time April 30, 2025	SAMPLE NOT FOR BIDDING PURPOSES
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: Tree Clearing.	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

- (1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 1. Electronic bid on the internet.
 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at:

<https://wisconsin.gov/Pages/doing-business/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 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://wisconsin.gov/Pages/doing-business/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, 4th 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:
 4. Have a properly executed annual bid bond on file with the department.
 5. 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 ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM 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.

B 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)

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]

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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STSP'S Revised January 5, 2024

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 3742-02-71, Southeast Region Tree Clearing Project, Various Counties, 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, 2024 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 (20240105)

Bidding Information

This Project will utilize the Indefinite Delivery/Indefinite Quantity (ID/IQ) procurement method.

Specific sites for the initial work order are shown in the project plans for information only. Additional sites may be added by issuance of work orders from the department. The work orders will indicate the work to be performed at each site and the duration of each work order.

Furnish to the department, when and if ordered, the supplies or services specified in the proposal up to and including the quantity designated in the proposal as the Maximum. The department will order under this contract at least the quantity of supplies or services designated in the proposal as the Minimum.

The work will be scheduled by issuance of work orders to the contractor from the department. Each work order will represent an independent collection of work sites. Work orders will specify the work sites, planned items, quantities of work, site-specific requirements, and allowable time to perform the work.

Work orders will be issued. A Notice to Proceed for a specific work order will be once all necessary permits are obtained by the department. Any environmental commitments will be included in the work order(s) special provisions.

The unit prices as bid on the Schedule of Items (SOI) will be assigned to the items in the work orders and shall become the basis of pricing all work orders.

2. Scope of Work.

The work under this contract shall consist of tree clearing, erosion control, traffic control 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. Waiving Bidder Prequalification.

Bidder prequalification is not required; however, prior to awarding a contract, the department may require the bidder to produce financial documentation similar to the prequalification statement (DT1621) and evidence that they have a history of performing work of a similar character in a satisfactory manner.

4. Consideration of Proposals (Indefinite Delivery/Indefinite Quantity).

Definitions

Contract Time: Number of days assigned to an individual work order based on the quantity of work in the work order.

ID/IQ: Indefinite Delivery/Indefinite Quantity. Type of contract that provides for an indefinite quantity of work during a fixed period of time.

Work Order: document executed to specify sites, contract time and scope of work, (including pay items).

Work Order Item List: complete list of bid items shown on SOI included in the ID/IQ contract advertisement that the contractor can anticipate being used repetitively to perform the work orders of this ID/IQ contract.

Contract Description

There are multiple sites where work shall be performed. There may be multiple work sites included in each work order.

Each work order will be executed separately. Do not begin work prior to execution. A separate Notice to Proceed will be issued for each work order. No work will be allowed to start prior to the Notice to Proceed for each work order.

Estimated Quantities

The current estimated Minimum and Maximum contract quantities for Clearing are as follows:

Bid Item	Unit	Current Contract Amount	Minimum	Maximum
201.0105	STA	216	90	700
201.0120	ID	216	100	3650

See plans for additional estimated bid item quantities.

Contract Schedule

The department anticipates the following additional contract milestone dates. This schedule subject to revision by the department.

Anticipated first work order: October 16, 2024.

Anticipated second work order: December 1, 2024.

Additional work orders will not be issued after March 1, 2025.

5. Prosecution and Progress.

Begin work within 10 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 notification to proceed within 10 calendar days before the approved start date.

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

The department will not grant time extensions to the contract completion date.

The completion date for clearing trees under this project is set by federal law and will not be modified.

Complete all tree cutting by March 14, 2025. Other operations, such as removing trees from clear zone, stacking or hauling away cleared trees, or removing traffic control or erosion control devices may take place after March 14, 2025.

Interim Completion and Liquidated Damages – Tree Cutting: March 14, 2025

Complete all tree cutting by March 14, 2025.

If the contractor fails to complete all tree cutting by March 14, 2025, the department will assess the contractor \$2000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on March 15, 2025. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

The department will not grant time extensions to the interim completion dates specified above for the following:

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

Coordination

The work sites in this contract are referred to as sites. The tree clearing for each site is in preparation for different road projects. The sites and the project that they are in preparation for are listed in the table below:

SOURCE WISDOT			
SITE	PROJECT ID	COUNTY	HIGHWAY
1	1040-05-71	OZAUKEE	STH 57
2	1060-27-71	MILWAUKEE	IH 94
3	1090-03-78	MILWAUKEE	IH 41
4	1100-20-70	MILWAUKEE	IH 41
5	1100-20-71	MILWAUKEE	IH 41
6	1228-03-76	MILWAUKEE	IH 43
7	1380-02-70	OZAUKEE	STH 167
8	1410-16-71	OZAUKEE	STH 33
9	2010-03-72	MILWAUKEE	STH 175
10	2040-15-73	MILWAUKEE	STH 100
11	2050-08-71	MILWAUKEE	CTH BB
13	2155-15-70	MILWAUKEE	LOC STR
15	2190-10-70	MILWAUKEE	LOC STR
16	2225-00-73	MILWAUKEE	STH 32
19	2410-47-70	MILWAUKEE	STH 59
20	2590-04-71	MILWAUKEE	LOC STR
21	2695-03-72	OZAUKEE	LOC STR
22	2697-04-73	OZAUKEE	LOC STR
23	2729-07-70	OZAUKEE	STH 181
24	2773-10-70	WAUKESHA	STH 59
29	2984-21-72	MILWAUKEE	LOC STR
30	3130-03-71	WALWORTH	USH 12
31	3170-11-70	WALWORTH	STH 50
33	3751-03-70	KENOSHA	CTH W
35	3830-08-70	KENOSHA	LOC STR
37	3834-05-71	RACINE	LOC STR
38	3834-05-72	RACINE	LOC STR
40	3846-00-73	WALWORTH	LOC STR
42	4821-03-70	OZAUKEE	LOC STR

This list is for information only. Not all sites on the list will necessarily be released through a work order, and more sites may be added to this list. Any coordination with utilities, environmental agencies or other outside contacts shall refer to the source project ID listed in the above table, not site.

Fish Spawning

Site 4 and Site 5

There shall be no instream disturbance of the Menomonee River at Station 305+50 or its tributary at Station 262+00 as a result of construction activity under or for this contract, from March 1, 2025 to June 1, 2025 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish and other aquatic organisms.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

Site 6

There shall be no instream disturbance of the Milwaukee River at Station 1041+25 as a result of construction activity under or for this contract, from March 1, 2025 to June 1, 2025 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish and other aquatic organisms.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern long-eared bats (NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season April 1 to October 31, both dates inclusive.

To avoid adverse impacts upon the NLEBs, no tree clearing is allowed between April 1 and October 31, both dates inclusive. If the required tree clearing is not completed by March 31, the department will suspend all tree clearing and associated work directly impacted by clearing.

Tree clearing is limited to that which is specified in the plans. Contractor means and methods to remove additional trees will not be allowed. If it is determined that additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

Submit a schedule and description of clearing operations with the ECIP 14 days prior to any clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of clearing operations, and list those additional measures in the ECIP.

Rusty Patched Bumblebee (*Bombus affinis*)

The Rusty Patched Bumblebee (RPBB) is a federally listed endangered species. The tree clearing sites listed below have been coordinated with the United States Fish and Wildlife Service (USFWS) with regards to their effects on RPBB habitat. The intent is to avoid impacting overwinter areas that may support the RPBB. These projects were coordinated on a case-by-case basis and various commitments with regards to tree clearing operations and timing have been made with the USFWS.

At the following sites, no ground disturbance is allowed. All clearing in these locations must be by hand or cleared in an alternative manner that does not disturb the ground:

Sites 2, 3, 4, 5, 10, 18, 19, 29, 30, 33

At the following sites, store logs for subsequent roadway project to remove. If any branches, brush, or logs can be carried out and removed by hand, they shall be removed but cannot be removed by any means that would disturb the ground. If logs cannot be removed by hand or using equipment from the roadway shoulder, leave the logs where they are felled within WisDOT right-of-way, outside the roadway clear zone, and outside wetlands, waterways, ditches and other sensitive environmental areas. If a tree is felled within these sensitive areas, make every effort to remove the tree at the time it is felled:

Sites 4, 5, 10

At the following sites, logs may be removed by dragging or other mechanical means so long as there is minimal, surface level ground disturbance:

Sites 18, 24, 30

At the following sites, store logs in a neat manner within WisDOT Right-Of-Way, outside the roadway clear zone, and outside wetlands, waterways and other sensitive environmental areas until after the overwinter period. Remove logs after April 10 under SPV.0060.08 Restricted Log Pickup.

Sites 2, 3, 19, 29, 33

Winter Maintenance

Milwaukee County will perform snow removal operations for freeway and ramp lanes that are open to traffic. The Cities of Milwaukee and Wauwatosa will perform snow removal operations for local streets that are open to traffic. Provide for snow removal in those areas closed to traffic as required to facilitate safe construction operations and as required to eliminate snow melt run-off from crossing active roadways. Provide Milwaukee County Highway Maintenance and Milwaukee County Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

Site Access – Sites 4 and 5

For noise wall clearing at Station 275+00, the contractor may utilize N 117th St for access and material storage in coordination with the City of Wauwatosa. No construction activity is permitted within the City of Wauwatosa between 7:00 PM and 7:00 AM Monday through Saturday and on Sundays. The contractor is responsible for accommodating resident mailboxes on N 117th St. Contact City of Wauwatosa Engineer Bill Wehrley, (414) 479-8929 Ext. 5647, for coordination.

Contractor access permitted from N 112th St to access B-40-358 and B-40-359 substructure work areas south of railroad tracks. No crossing of the railroad tracks is permitted. Access to the north side of the tracks permitted from I-41 mainline.

Work Zone Ingress/Egress – Sites 4 and 5

All locations of work zone egress or ingress for construction vehicles are subject to approval from the engineer. Submit to the engineer locations for freeway access into and out of the work zone for each stage and plans, for approval, that include signage and parallel deceleration and acceleration lanes for each freeway access into and out of the work zones. Submit the locations and plans 14 calendar days prior to each stage for approval by the engineer.

Access into the work zones are not allowed directly from the freeway during peak hours except where appropriate acceleration and deceleration lanes and traffic control provided, as approved by the engineer. Access into the work zones from the freeway will be allowed at other times, subject to approval by the engineer, if operations can be safely accomplished and do not result in non-construction traffic entering the work zones. Exiting work zones directly onto the freeway are only allowed when operations do not obstruct or slow traffic on the freeway. All construction vehicles shall yield to all through traffic at all locations.

Freeway Work Restrictions

Sites 4 and 5

Provide the Wisconsin State Patrol, Milwaukee County Highway Maintenance, the City of Milwaukee Police Department, the City of Wauwatosa Police Department, and Milwaukee County Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

All work and operations shall be completed according to WisDOT Standard Detail Drawings, the MUTCD, and as directed by the engineer. Installing construction zone signage on existing sign posts or utility poles is not permitted.

Comply with all local ordinances that apply to work operations pertaining to work during night time work hours. Furnish in writing any ordinance variance issued by the municipality or required permits to the engineer no less than three days before performing such work.

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

Definitions

The following definitions apply to this contract for freeway work restrictions:

System Ramps	Freeway to freeway ramps
Service Ramps	Freeway to/from local road ramps

Peak Hours

5:30 AM – 7:00 PM	Monday, Tuesday, Wednesday, Thursday
5:30 AM – 11:00 PM	Friday

Weekend Peak Hours

8:00 AM – 7:00 PM	Saturday, Sunday
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Weekend Off-Peak Hours

7:00 PM – 11:00 PM	Saturday
7:00 PM – 9:30 PM	Sunday

Weekday Off-Peak Hours

7:00 PM – 9:30 PM	Monday, Tuesday, Wednesday, Thursday
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Night Time Hours

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

Service Ramp Closure Hours

9:00 PM – 6:00 AM	(Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
10:30 PM – 8:30 AM	(Friday PM to Saturday AM, Saturday PM to Sunday AM)

Full Freeway Closure/Hours

11:00 PM – 4:30 AM	(Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
11:00 PM – 6:00 AM	(Friday PM to Saturday AM, Saturday PM to Sunday AM)

Provide a minimum of two lanes in each direction of the freeway that is entirely clear for traffic during Weekday Peak Hours and Weekend Peak Hours except as allowed during full closure. Provide a minimum of one lane in each direction of the freeway that is entirely clear for traffic during Night Time Hours except as allowed during full closure.

Site 6

Definitions

The following definitions apply to this contract for freeway work restrictions:

Service Ramps	Freeway to/from local road ramps
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Freeway No Closures (Peak Hours)

5:30 AM – 9:00 AM	Monday, Tuesday, Wednesday, Thursday, Friday
2:00 PM – 8:30 PM	Monday, Tuesday, Wednesday, Thursday
2:00 PM – 10:00 PM	Friday
9:00 AM – 10:00 PM	Saturday
9:00 AM – 8:30 PM	Sunday

Freeway Lane Closures (Off Peak Hours)

9:00 AM – 2:00 PM	Monday, Tuesday, Wednesday, Thursday, Friday
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Service Ramp Closure Hours

8:00 PM – 6:00 AM	Monday PM to Friday AM, Sunday PM to Monday AM
9:30 PM – 9:30 AM	Friday PM to Saturday AM, Saturday PM to Sunday AM

There are no restriction times for shoulder closures. No weekday or weekend peak hour lane closures are allowed.

Provide a minimum of three lanes and ensure that the freeways are entirely clear for traffic during Weekday Peak Hours and Weekend Peak Hours. Provide a minimum of two lanes in the SB direction of the freeway and ensure that the freeways are entirely clear for traffic during Weekday Off-Peak Hours and Weekend Off-Peak Hours.

Close the service ramps only during service ramp closure hours, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety of operational reasons associated with other adjacent lane or freeway closures.

Local Street Work Restrictions – Sites 4 and 5

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during nighttime hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing 3 business days prior to performing such work.

Definitions

The following definitions apply to this contract for local street work restrictions:

Peak Hours

6:00 AM – 9:00 PM	Monday, Tuesday, Wednesday, Thursday
6:00 AM – 9:00 PM	Friday
11:00 AM – 8:00 PM	Saturday
1:00 PM – 5:00 PM	Sunday

Off-Peak Hours

9:00 PM – 6:00 AM	Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
9:00 PM – 11:00 AM	Friday PM to Saturday AM
8:00 PM – 1:00 PM	Saturday PM to Sunday PM
5:00 PM – 6:00 AM	Sunday PM to Monday AM

Make at least two lanes available to traffic during the Peak Hours unless approved by the engineer. One lane may be available to traffic during Off-Peak Hours only.

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during night time hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing three days before performing this work.

Unacquired Land Interests

Site 31

Along STH 50, some utility easements have not been acquired by WisDOT. All equipment, material and workers must remain northwest of Station 215+00.

6. 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

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)	MINIMUM NOTIFICATION
Shoulder Closures	3 calendar days
Lane 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.

Railroad

Except for railroad crossing DOT # 177268N where STSP 107-026 applies for Site 4: Do not place any items within 50-feet of the railroad right-of-way, including items that could foul the same area. Including but not limited to signing, equipment, or material. This includes at-grade crossings and structures with RR under or over. If this is not adhered to Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

Site 4 and Site 5

Supplement standard spec 643.3.1 with the following:

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, Milwaukee Police Department, Wauwatosa Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of IH 41 with equipment or vehicles.

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

Provide minimum 24 hour advance notification to the engineer for any LCS cancellations (not related to weather).

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

Site 6

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, Glendale Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Do not permit construction or personnel equipment or vehicles to directly cross the live traffic lanes of IH 43. Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway.

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

Provide minimum 24-hour advance notification to the engineer for any LCS cancellations (not related to weather).

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

Replace standard spec 643.3.1.(7) with the following:

Provide equipment, forces, and materials to promptly restore any traffic control devices or pavement markings damaged or disturbed within 2 hours of being contacted.

Keep IH 43 and all service ramps open to through traffic at all times for the duration of this project except as noted below and in the Prosecution and Progress article in these special provisions.

The work under this contract is to be completed using shoulder and off-peak outside lane closures along IH 43 SB and IH 43 SB off ramp to Silver Spring Drive.

7. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highways in this project, 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 and special event periods:

- From noon Wednesday, November 27, 2024 to 6:00 AM Monday, December 2, 2024 for Thanksgiving;
- From noon Tuesday, December 24, 2024 to 6:00 AM Thursday, December 26, 2024 for Christmas;
- From noon Tuesday, December 31, 2024 to 6:00 AM Thursday, January 2, 2025 for New Year's Day;
- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day.

stp-107-005 (20210113)

8. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220.

stp107-066(2008501)

Some of the utility work described below may be within the limits of this project and occur during the clearing work. In such situations, coordinate with the engineer and the affected utility such that the clearing work for this project is completed as required and will not result in significant utility delays for the future construction project for which this clearing work is being performed. For situations where the engineer has determined that the utility work will be delayed, provide a 14 to 16 calendar day advance notice of when the clearing work will be completed, and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility not less than three working days before the site will be ready for the utility to begin and/or resume its work.

Sites 4 and 5

The following utility companies have facilities within the limits of this site; however, no adjustments are anticipated:

- AT&T Local Network – Communications**
- AT&T Wisconsin – Communications**
- City of Milwaukee – Conduit**
- City of Milwaukee – Sewer**
- City of Milwaukee – Water**
- City of Wauwatosa – Sewer**
- Level 3 Communications LLC – Communications**
- Midwest Fiber Networks LLC– Communications**
- Milwaukee Metropolitan Sewer District (MMSD) - Sewer**
- Spectrum – Communications**
- Sprint Communications Co LP – Communications**
- Wauwatosa Water Utility - Water**
- We Energies – Electric**
- We Energies – Gas**

Site 6

The following utility companies have facilities within the limits of this site; however, no adjustments are anticipated:

- AT&T Wisconsin – Communications**
- ATC Management Inc – Electric Transmission**
- CenturyLink Communications LLC – Communications**
- City of Glendale – Sewer**
- City of Glendale – Water**
- Midwest Fiber Networks LLC – Communications**
- Milwaukee Metropolitan Sewer District (MMSD) – Sewer**
- North Shore Water Commission - Water**
- Spectrum – Communications**
- Verizon Business – Communications**
- We Energies – Electric**
- We Energies – Gas**
- WIN Technology – Communications**

Site 10

AT&T Wisconsin – Communications has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

AT&T Wisconsin will discontinue a cable crossing from Station 138+66, 55' RT to Station 138+66, 57' LT. AT&T Wisconsin will then discontinue the cable from Station 138+66, 57' LT to Station 142+44, 51' LT. AT&T to remove the associated pedestals at Station 138+66, 57' LT and Station 142+45, 54' LT.

AT&T Wisconsin will discontinue a conduit from a manhole located at Station 119+55, 59' RT to Station 117+90, 150' RT. A cable from that manhole will be removed to the south outside the project limits along STH 36. A new duct will be bored from the manhole to Station 119+25, 123' RT, then to intercept existing ducts at Station 117+90, 150' RT.

AT&T Wisconsin will place a new duct from a We Energies pole at Station 224+51, 48' RT to the existing pole at Station 224+56, 182' LT. Down guys and anchors will be placed at Station 224+56, 160' LT; Station 224+41, 48' RT; and Station 224+51, 35' RT. A handhole at Station 224+58, 61' LT will also be removed.

Utility work is expected to take 10 days. Contact Nathan Gibert at ng952w@att.com or (262) 720-8235 for work status updates.

Midwest Fiber Networks LLC (MWFN) – Communications has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

MWFN will be relocating approximately 30' of fiber beginning at Station 275+76, 84' LT to Station 275+70, 87.5' LT and up to its existing line at Station 275+68, 108' LT.

Existing facilities will also be relocated from existing poles to new We Energies poles between 68th and 60th Streets.

MWFN will install the following facilities:

1. A new fiber optic along STH 100 from 76th St. to 68th St.
2. A new handhole on S. 76th St. approx. Station 61+19, 20' RT from there (2) 1.25" conduit along S. 76th St. at 42' RT, to Station 49+53, 44' RT maintaining minimum depth of 36" below existing grade.
3. A road crossing on STH 100 at Station 224+38, maintaining min. depth of 72" below existing grade at road crossing.
4. Place a new handhole at Station 224+67, 55' RT.
5. Place (2) 1.25" conduit along STH 100 from new handhole east to Station 250+44, 58' RT maintaining minimum depth of 36" below existing grade.
6. Place a new Handhole at Station 250+44, 58' RT.
7. A new crossing on STH 100 at STA 250 +44, maintaining minimum depth of 72" below existing grade at road crossing.
8. Continue along 68th St. to riser on WE pole at Station 52+86, 28' Rt. maintaining min. depth of 36" below existing grade

The anticipated number of working days for MWFN's facility relocation is 30 days and work is anticipated to begin after We Energies' relocation is completed.

Utility work is expected to take 30 days. Contact Cory Schmuki at cschmuki@midwestfibernetworks.com or (414) 349-2764 (cell) or (414) 459-3561 (office) for work status updates.

Spectrum – Communications has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

From Stations 102+00 to 114+00, and 121+00 to 192+00 Spectrum will transfer aerial facilities from the existing We Energies poles to the proposed new poles in approximately the same locations. From Station 192+00, the existing facilities cross from the south side of STH 100 to the north. These facilities will be removed, and a new aerial line will be placed along the south side of STH 100 from Station 192+00 to Station 226+50.

The existing underground crossing from Station 203+40 will be discontinued, while a new underground line will be placed from Station 203+60 to 204+60 RT.

From an existing pedestal located at Station 211+25 RT, a new line will be placed to a pole on the new overhead line at 211+35. An existing underground line crossing STH 100 from Station 211+25 RT to 211+35 LT and continuing to Station 217+70 LT and crossing under STH 100 to Station 217+50 RT will be discontinued. A pedestal located at Station 217+50 RT will be removed.

Utility work is expected to take 60 days. Contact Beau Abuya at beau.abuya@charter.net or (414) 758-9241 for work status updates.

WE Energies – Electric has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

There are electric operations north of STH 36 that will not impact clearing operations, but traffic control and hauling may need to be coordinated.

Station 121+22, 74' RT
Station 122+26, 69' RT
Station 123+86, 68' RT
Station 125+61, 68' RT
Station 127+10, 70' RT
Station 127+94, 54' LT
Station 129+96, 58' RT
Station 130+94, 58' RT
Station 131+46, 86' LT
Station 132+44, 57' RT
Station 133+86, 56' RT
Station 135+33, 57' RT
Station 137+24, 55' RT
Station 138+64, 59' LT
Station 140+07, 57' RT
Station 140+28, 71' LT
Station 141+46, 57' RT
Station 142+77, 56' RT
Station 143+51, 74' LT
Station 144+21, 58' RT
Station 150+75, 57' RT
Station 152+46, 56' RT
Station 153+87, 44' RT
Station 155+48, 48' RT
Station 156+92, 43' RT
Station 158+71, 47' RT
Station 160+70, 63' LT

New poles will be placed at the following locations:

Station 121+25, 71' RT
Station 122+23, 69' RT
Station 123+83, 68' RT
Station 125+64, 68' RT
Station 127+14, 70' RT
Station 127+99, 61' LT
Station 128+98, 72' LT
Station 130+94, 60' RT
Station 131+43, 93' LT
Station 132+46, 51' RT
Station 133+88, 58' RT
Station 135+36, 57' RT

Station 137+27, 57' RT
Station 138+53, 56' RT
Station 138+64, 66' LT
Station 140+26, 64' LT
Station 140+28, 57' RT
Station 141+40, 57' RT
Station 142+84, 56' RT
Station 143+44, 74' LT
Station 144+28, 25' RT
Station 150+82, 55' RT
Station 153+80, 35' RT
Station 155+55, 48' RT
Station 157+01, 49' RT
Station 157+73, 49' RT
Station 158+63, 49' RT
Station 160+77, 62' LT

Between Stations 161+00 and 230+00, the existing poles in conflict have been identified, new poles placed and needs underbuilds to transfer to the new poles prior to removal. Poles at the following locations will be removed:

Station 161+63, 56' RT
Station 163+27, 58' RT
Station 164+91, 58' RT
Station 166+54, 56' RT
Station 168+17, 56' RT
Station 173+05, 58' RT
Station 174+69, 60' RT
Station 176+25, 60' RT
Station 177+93, 63' RT
Station 180+64, 59' RT
Station 182+16, 49' RT
Station 183+77, 51' RT
Station 185+04, 49' RT
Station 186+44, 49' RT
Station 188+01, 38' RT
Station 189+49, 35' RT
Station 190+79, 34' RT
Station 192+01, 65' LT
Station 192+45, 47' RT
Station 193+39, 49' RT
Station 194+70, 42' LT
Station 196+57, 47' LT
Station 198+33, 53' LT
Station 200+17, 58' LT
Station 201+65, 57' LT
Station 203+42, 58' LT
Station 205+20, 58' LT
Station 206+92, 58' LT
Station 208+62, 56' LT
Station 210+22, 57' LT
Station 211+72, 57' LT
Station 213+27, 58' LT
Station 214+74, 59' LT
Station 215+89, 55' RT

Station 216+22, 58' LT
Station 217+34, 46' RT
Station 217+75, 58' LT
Station 219+20, 59' LT
Station 220+66, 100' RT
Station 220+71, 55' RT
Station 221+31, 58' LT
Station 221+77, 56' RT
Station 221+83, 56' LT
Station 223+38, 59' RT
Station 223+39, 233' LT
Station 224+52, 61' LT
Station 224+52, 152' RT
Station 224+77, 61' LT
Station 226+32, 60' LT
Station 226+46, 45' RT
Station 228+02, 60' LT
Station 229+55, 60' LT

Between Stations 230+00 and 260+00, the existing poles in conflict will be removed and replaced. Poles at the following locations will be removed:

Station 232+76, 59' LT
Station 234+39, 59' LT
Station 235+98, 59' LT
Station 242+19, 59' LT
Station 243+99, 59' LT
Station 245+76, 58' LT
Station 247+18, 59' LT

New poles will be placed at the following locations:

Station 232+85, 60' LT
Station 234+43, 59' LT
Station 235+02, 59' LT
Station 242+17, 60' LT
Station 243+96, 60' LT
Station 245+73, 60' LT
Station 247+14, 60' LT
Station 257+88, 64' LT
Station 258+17, 97' LT

Utility work is expected to take 125 days. Contact Jacob Schoenung at jacob.schoenung@we-energies.com or (262) 884-6738 office, or (414) 416-3365 mobile, for work status updates.

We Energies–Gas has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

At approximately Station 193+25, a new 8" PE crossing will be placed from 95' RT to 55' LT. From there, the 8" main ties back into the existing facilities at approximately Station 200+30 50' LT.

From approximately Station 214+30 40' RT to 223+75 40' RT, a new 8" PE main will be installed, where it will tee into a new 12" steel main. The 12" main will be placed from Station 223+75 140' LT to 110' RT within the STH 100 and 76th St intersection. Within that intersection, there will also be a new 8" PE gas main crossing under 76th St from Station 223+40 140' LT to Station 224+60, 140' LT, then south to tie into the existing main at Station 224+60, 70' LT.

A new 8" PE crossing of 76th St will be bored from the existing 12" main at Station 223+40 110' RT to Station 224+50 110' RT, then north to Station 224+50 60' RT, and east to the existing main at Station 226+35, 50' RT.

Contact 1 (800) 261-5325 for gas emergencies, to identify if gas facilities are live, and gas valve box adjustments.

Utility work is expected to take 60 days. Contact Wesley Nunn at (414) 659-4933 for work status updates.

The following utility companies have facilities within the limits of this site; however, no adjustments are anticipated:

City of Franklin – Sanitary Sewer

City of Waukesha Water Utility – Water

Franklin Municipal Water Utility – Water

Milwaukee Metropolitan Sewerage District (MMSD) – Sewer

Site 30

Brightspeed of Western Wisconsin LLC– Communications has facilities within the limits of this site.

The following utility work may occur in this site while clearing is taking place:

The existing fiber optic cable that runs along the south side of USH 12 from Station 523+35 to Station 531+00 will be discontinued and a new cable will be placed at 47' RT. New handholes will be placed at Station 581+30, 47' RT, and Station 584+40, 58' RT. A new pedestal will be placed at Station 584+35, 58' RT. A new cable will also be placed from Station 581+30 to Station 584+40, 10' north of the proposed right-of-way.

Utility work is expected to take 15 days. Contact Scott Heinzelman at scott.heinzelman@brightspeed.com or (608) 716-5964 office, or (920) 757-4802 mobile, for work status updates.

The following utility companies have facilities within the limits of this site; however, no adjustments are anticipated:

AT&T Wisconsin – Communications

Edge Broadband – Communications

Guardian Pipeline – Gas/Petroleum

Mediacom Wisconsin LLC – Communication Line

Northern Natural Gas Company – Gas/Petroleum

We Energies – Electric

We Energies – Gas

Site 31

Spectrum – Communications has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

Spectrum will relocate facilities approximately one-half mile north and one-half mile south of the clearing areas, but not within those areas. Traffic control and hauling may need to be coordinated with Spectrum.

We Energies – Gas has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

We Energies will abandon a 4" steel gas line and place a new 6" steel gas line from approximately Station 148+50 to 171+00, 23'-25' LT, and from Station 171+00 to approximately Station 176+33, 24' to 151' LT.

Additional work will occur south of the clearing limits by approximately one-half mile. Traffic control and hauling may need to be coordinated with We Energies.

Contact 1 (800) 261-5325 for gas emergencies, to identify if gas facilities are live, and gas valve box adjustments.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Gas Dispatch, 1 (800) 261-5325

Utility work is expected to take 150 days.

The following utility companies have facilities within the limits of this site; however, no adjustments are anticipated:

Alliant Energy – Electric

AT&T Wisconsin – Communications

ATC Management Inc. – Electric Transmission

City of Delavan Water and Sewage Utility – Water

Delavan Lake Sanitary District – Sewer

Geneva National Sanitary District – Sewer

Village of Williams Bay – Sewer

Village of Williams Bay – Water

Walworth County Metro Sewage District – Sewer

Windstream KDL LLC – Communications

9. Other Contracts.

Coordinate your work according to standard spec 105.5.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others.

The following projects may be under construction concurrently with the work under this contract.

Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Sites 4 and 5

Project 2025-03-73

WIS 190 Resurfacing

Brookfield Rd to 124th St

WisDOT Contact: Martin Villaca, WisDOT Design Project Manager

(262) 548-6456

martin.villaca@dot.wi.gov

Project 2010-03-72

WIS 175 Resurfacing

WIS 181 to IH 41

WisDOT Contact: Ryan Schnurer, WisDOT Construction Project Manager

(262) 548-8730

ryan.schnurer@dot.wi.gov

Project 2753-02-73

Silver Spring Dr WB Bridge (B-67-085) Rehabilitation
Bridge over Menomonee River

WisDOT Contact: Phil Ciha, WisDOT Construction Project Manager
(414) 750-1951
philip.ciha@dot.wi.gov

Project 1100-21-70

IH 41 Rehabilitation
Silver Spring Dr to Good Hope Rd

WisDOT Contact: Alex Grasse, WisDOT Construction Project Manager
(414) 750-1404
alex.grasse@dot.wi.gov

Project 1100-21-71

IH 41 Mill Rd Bridge Replacements
IH 41 over Mill Rd

WisDOT Contact: Alex Grasse, WisDOT Construction Project Manager
(414) 750-1404
alex.grasse@dot.wi.gov

Site 6**Project 1229-04-73**

IH 43 North South Freeway
Bender Road to Brown Deer Road

WisDOT Design Contact: Steve Hoff
(262) 548-6718

10. Railroad Insurance and Coordination - Union Pacific Railroad Company.**A Description**

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad Company property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Union Pacific Railroad Company.

The required insurance is modified per the attached Contractor Right of Entry (CROE).

Notify evidence of the required coverage, and duration to David C. LaPlante, Director -Real Estate-Special and Public Projects, 1400 Douglas St. STOP 1690, Omaha, NE 68179; Telephone: (402) 544-8563; E-mail: dclaplante@up.com.

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail jason.kazmierski@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 3742-02-71
- Project Location: Wauwatosa, Wisconsin
- Route Name: I-41 / US 45
- Crossing ID: 177268N
- Railroad Subdivision: Milwaukee Sub
- Railroad Milepost: MP 93.8
- Work Performed on or within 50' of RR right-of-way: Tree clearing, traffic control

A.2 Train Operation

Approximately 7 through freight trains operate daily at up to 10 mph. There are switching movements in addition to through freight trains at this location.

A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkecke@up.com for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

Flagging Contact

See Construction Contact. If more than 30 days of flagging is required contact UP 30 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable buried in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. None.

A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training are shown under the railroad's name.

The security awareness and contractor orientation certification is valid for 2 year(s) and must be renewed for projects that will carry over beyond the 2 year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

A.7 Contractor Right of Entry

The contractor will be required to obtain a Right of Entry from Union Pacific Railroad Company prior to working on railroad right-of-way. Contact the person in A.1 Railroad Insurance Requirements at least 45 days prior to start of work. The Right of Entry will be issued at no cost to the contractor. If the contractor pays for the Right of Entry, it will not be reimbursed by the project. The contractor will be required to fill out the attached contractor right of entry. Reference A.1 Railroad Insurance Requirements for railroad protective liability insurance requirements. The required insurance is modified per the attached Contractor Right of Entry (CROE).

stp-107-026 (20240105)

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibit B and Exhibit C, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in Exhibit C of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of Exhibit B of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under Exhibit B.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Project No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad no fee as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. INNO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

11. 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:

IH 43 Night Time Lane Closure Extending into Weekday Peak Hours

- 3 lanes to 2 lanes: \$8,000 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 according to standard spec 108.11 or as specified within this contract.

stp-108-070 (20161130)

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

Sites 4 and 5

The department has obtained an individual Section 404 Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Clayton Smith at (262) 548-6428. If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a U.S. Army Corps of Engineers Section 404 permit modification is required. If a Section 404 permit modification is necessary, obtain the permit modification prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the permit modification. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit modification request.

stp-107-054 (20230629)

Site 30

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website:

<https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf>

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230629)

Site 31

The department has applied for a U.S. Army Corps of Engineers Section 404 permit. This permit is anticipated to be obtained prior to the letting.

Comply with the requirements of the permit and permit application in addition to requirements of the special provisions. A copy of the permit and permit application is available from the regional office by contacting Doug Cain at (262) 548-5603. Work within wetlands and waterways shall not begin until the U.S. Army Corps of Engineers Section 404 Permit has been obtained by the department. Jackson Creek/Delavan Lake crosses STH 50 at Station 207+41.

Wetlands are located along STH 50 between Station 181+48 to Station 181+98 Right, between Station 182+83 to Station 182+99 Right, between Station 185+78 to Station 186+25 Right, between Station 188+40 to Station 190+26 Right, Station 197+11 to Station 197+56 Right, between Station 201+29 to Station 201+77, between Station 205+12 to Station 205+60, between Station 216+95 to Station 217+05.

13. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.

Sites 4 and 5

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

<https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp>

A certificate of permit coverage is available from the regional office by contacting Alex Grasse at (414) 750-1404. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

Site 10

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

<https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp>

A certificate of permit coverage is available from the regional office by contacting Robert Bellin at (262) 521-4405. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

Site 30

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

<https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp>

A certificate of permit coverage is available from the regional office by contacting Amy Taetsch at (414) 750-4708. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

14. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

<http://dnr.wi.gov/topic/invasives/disinfection.html>

Use the following inspection and removal procedures:

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

15. Archaeological Sites.

Site 31

47WL 184 (Horse Corral) site is located near approximately Station 169+00 – Station 177+00, RT.

Do not perform any work west of Station 177+00. Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

16. Tree Clearing.

Modify standard spec 201.3(7) to state the following:

Unless the contract specifies otherwise, the contractor owns timber salvaged from the required clearing of right-of-way acquired by the highway authority in fee simple title, or from clearing of trees acquired by and for the public in the acquisition of easement of the right-of-way. Set aside logs and timber greater than 4 inches in diameter to the extent feasible for commercial or fuel use. Do not burn or bury this material on the right-of-way or lands adjacent to the right-of-way.

Add the following to standard spec 201.3:

Tree clearing operations will be limited to hand cutting and hand hauling of felled trees within wetland limits. Tracked or wheeled equipment will not be allowed beyond wetland boundary limits. Tracked and wheeled equipment can be used if they can reach trees from outside the wetland boundary. No forestry mulching is allowed in wetlands or within 15 feet of waterways.

Site 6

Add the following to standard spec 201.3:

All trees to be cleared or trimmed should be demarcated and approved by engineer prior to removal. Tree clearing operations will be limited to hand cutting and hand hauling of felled trees for the entire tree clearing limits. Tracked or wheeled equipment will not be allowed behind the noise barrier wall between Stations 1041+22 and 1059+64 IH 43.

17. Erosion Control.

Sites 4 and 5

Add the following to standard spec 107.20 as paragraphs nine through fifteen:

- (9) Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals through the subsequent operations to minimize the exposure to possible erosion.
- (10) Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison (Ryan Pappas, (414) 750-7495, Ryan.Pappas@Wisconsin.gov). Do not implement the ECIP until department approval and perform all work conforming to the approved ECIP.
- (11) Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

- (12) Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install temporary erosion control measures the engineer orders.
 - (13) Seed, fertilize, and mulch/erosion mat disturbed areas, as designated by the engineer, within 5 days after disturbance. If disturbed areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.
 - (14) Do not allow 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
- sef-107-010 (20180104)

Site 30

Add the following to standard spec 107.20 as paragraphs nine through fifteen:

- (9) Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals through the subsequent operations to minimize the exposure to possible erosion.
 - (10) Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (414) 303-3011, craig.webster@wi.gov. Do not implement the ECIP until department approval and perform all work conforming to the approved ECIP.
 - (12) Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install temporary erosion control measures the engineer orders.
 - (13) Seed, fertilize, and mulch/erosion mat disturbed areas, as designated by the engineer, within 5 days after disturbance. If disturbed areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.
 - (14) Do not allow 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
- sef-107-010 (20180104)

18. Notice to Contractor – Milwaukee County Parks Permit.

Sites 4 and 5

The department has coordinated a draft permit with Milwaukee County Parks to occupy Milwaukee County Parks land outside of the existing roadway right-of-way at specified locations and for closing the Oak Hill Mountain Bike Trail in order to perform construction operations. Prior to preparing bids, the contractor should contact the department to obtain a copy of the draft permit to obtain permit access locations, permit terms and conditions, and fees associated with the permit. The contractor shall be responsible for executing the permit with Milwaukee County Parks by signing the permit and paying the permit fee as specified in the draft permit. Information on the permit can be obtained from the regional office by contacting Clayton Smith at (262) 548-6428. The contractor shall be responsible for returning the signed permit and fee to Milwaukee County Parks. The cost of the permit fee is incidental to construction. The contractor must obtain this permit in order to perform construction operations for this project.

19. Notice to Contractor – City of Wauwatosa Street Occupancy Permit.

Site 5

Coordinate access to the noise barrier along N 117th Street with the City of Wauwatosa. A street occupancy permit for staging purposes can be applied for at the website link below.

https://services.wauwatosa.net/EnerGov_Prod/SelfService#/home

20. Public Convenience and Safety.

Sites 4 and 5

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)

21. Fence Safety, Item 616.0700.S.

A Description

This special provision describes providing plastic fence at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

stp-616-030 (20160607)

22. Invasive Species Management - Upland, Item SPV.0005.01

A Description

This special provision describes furnishing herbicides, cutting buckthorn, treating stumps and foliage, in accordance with the specifications as shown on the plans and as hereinafter provided.

B Materials

Depending on the vegetation to be treated, apply herbicides in the following concentrations:

Basal Bark Treatment

Use a 15% to 20% solution of Garlon 4 herbicide (or an equivalent generic) mixed with Bark Oil Blue.

Cut Stump Treatment

Use a 50% solution of Garlon 3 herbicide (or an equivalent generic) mixed with water.

C Construction

A commercial pesticide applicator license application, certification is required for any person who does any of the following:

- 1) Personally uses or directs the use of ANY pesticide as a commercial applicator for-hire.
- 2) Personally uses a restricted-use pesticide as a commercial applicator.
- 3) Directs the use of pesticide by a person specified under 1) or 2).

The following criteria must be followed:

- **Upland areas with buckthorn:** Hand cut all woody vegetation in areas shown as tree clearing in the plans. Treat stumps with herbicide as described under Materials. For buckthorn larger than 6-inch caliper, hand cut and treat buckthorn stumps with herbicide the same day as cutting or basal bark treat the buckthorn.

C.1 Basal Bark Treatment

Using a tank or backpack sprayer. Spray the bottom 18 inches of stems all the around the ground line with the herbicide mixture. Applications can occur all year round, except for in the spring. Spring treatment March 1 to May 31 cannot occur without department and DNR approval.

C.2 Cut Stump Treatment

Cut unwanted brush and trees with a brush saw or chainsaw and spray the stump with herbicide the same day. Spray the top and sides of the stump to kill the roots and prevent re-sprouting. No broadcast spraying near the Milwaukee River is permitted.

D Measurement

The department will measure Invasive Species Management - Upland by the acre, 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.0005.01	Invasive Species Management - Upland	ACRE

Payment is full compensation for furnishing herbicides, for cutting trees and treating stumps.

23. Site Mobilization, Item SPV.0060.01.

A Description

This special provision describes providing mobilization conforming to standard spec 619.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Site Mobilization once for each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Site Mobilization	EACH

Payment is full compensation for supplying and providing materials, facilities, and services, and for performing all work necessary to complete this contract bid item.

24. Frozen Ground Erosion Control, Item SPV.0060.02.

A Description

This special provision describes providing erosion control after inadvertent ground disturbances that occur under frozen ground conditions during clearing operations that will last until the site is restored or the subsequent roadway project at each area begins.

B Materials

Furnish erosion control materials, including temporary seed, mulch and soil stabilizer as directed by the engineer and according to the pertinent requirements of standard spec 628 and 630.

If temporary seed is applied prior to December 1, provide a mixture of winter wheat and Seeding Mixture No. 30. If it is applied on or after December 1, provide a mixture of annual oats and Seeding Mixture No. 30.

Provide Soil Stabilizer Type B.

C Construction

Provide and maintain erosion control located at inadvertent ground disturbances or as the engineer directs according to standard spec 628 and 630.

D Measurement

The department will measure Frozen Ground Erosion Control by each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Frozen Ground Erosion Control	EACH

Payment is full compensation for providing equipment needed and performing all work necessary to complete this contract bid item at each site; and for providing, protecting and storing seed; for placing and anchoring the mat, including staples; for preparing the seeded areas; and for repairing and reseeding damaged areas; for furnishing, mixing, and applying soil stabilizer; and for providing and placing mulch.

25. Semi-Frozen Ground Erosion Control, Item SPV.0060.03.

A Description

This special provision describes providing erosion control after inadvertent ground disturbances that occur under ground conditions with semi-frozen but easily disturbed ground or frozen ground impacted with snow or rain during clearing operations that will last until the site is restored or the subsequent roadway project at each area begins.

B Materials

Furnish erosion control materials, including temporary seed, soil stabilizer, erosion mat, and inlet protection, as directed by the engineer and according to the pertinent requirements of standard spec 628 and 630.

If temporary seed is applied prior to December 1, provide a mixture of winter wheat and Seeding Mixture No. 30. If it is applied on or after December 1, provide a mixture of annual oat and Seeding Mixture No. 30.

Provide Soil Stabilizer Type B and do not be use alone.

Provide Erosion Mat Urban Class 1 Type B if up to and including a 3:1 slope, and Erosion Mat Class 1 Type B if up to and including a 2:1 slope. Use only 100% biodegradable anchors for erosion mat urban.

C Construction

Provide and maintain erosion control located at inadvertent ground disturbances or as the engineer directs according to standard spec 628 and 630.

D Measurement

The department will measure Semi-Frozen Ground Erosion Control once for each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Semi-Frozen Ground Erosion Control	EACH

Payment is full compensation for providing equipment needed and performing all work necessary to complete this contract bid item at each site; and for providing, protecting and storing seed and erosion mat materials; for placing and anchoring the mat, including staples; for preparing the seeded areas; for installing end and junction slots; for repairing and reseeding damaged areas; for furnishing, transporting, installing, maintaining and removing inlet protection devices; and for furnishing, mixing, and applying soil stabilizer.

26. Thawed Ground Erosion Control, Item SPV.0060.04.

A Description

This special provision describes providing erosion control after inadvertent ground disturbances that occur under non-frozen or thawed ground conditions during clearing operations that will last until the site is restored or the subsequent roadway project at each area begins.

B Materials

Furnish erosion control materials, including temporary seed, soil stabilizer, erosion mat, and inlet protection as directed by the engineer and according to the pertinent requirements of standard spec 628 and 630.

If temporary seed is applied prior to December 1, provide a mixture of winter wheat and Seeding Mixture No. 30. If it is applied on or after December 1, provide a mixture of annual oat and Seeding Mixture No. 30.

Provide Soil Stabilizer Type B and use alone up to and including a 3:1 slope.

Provide Erosion Mat Urban Class 1 Type B if up to and including a 3:1 slope, and Erosion Mat Class 1 Type B if up to and including a 2:1 slope. Use only 100% biodegradable anchors for erosion mat urban.

C Construction

Provide and maintain erosion control and restoration located at inadvertent ground disturbances or as the engineer directs according to standard spec 628 and 630.

D Measurement

The department will measure Thawed Ground Erosion Control once for each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Thawed Ground Erosion Control	EACH

Payment is full compensation for providing equipment needed and performing all work necessary to complete this contract bid item at each site; and for providing, protecting and storing seed and erosion mat materials; for placing and anchoring the mat, including staples; for preparing the seeded areas; for installing end and junction slots; for repairing and reseeding damaged areas; and for furnishing, mixing, and applying soil stabilizer.

27. Semi-Permanent Restoration, Item SPV.0060.05.

A Description

This special provision describes restoring after inadvertent ground disturbances that occur during clearing operations that will last until the subsequent roadway project at each site begins.

B Materials

Furnish erosion control and restoration materials, including Soil Stabilizer Type A, Soil Stabilizer Type B, Erosion Mat Urban Class 1 Type B, Erosion Mat Class 1 Type B, Topsoil, Seed Mixture No. 30, Fertilizer Type A and Seed Water as directed by the engineer and according to the pertinent requirements of standard spec 628, 629 and 630.

C Construction

Provide and maintain erosion control and restoration after April 1 in locations directed by the engineer according to standard spec 628, 629 and 630.

Use only 100% biodegradable anchors for erosion mat urban.

Spread any topsoil by hand. Do not leave any ruts greater than two inches in depth.

D Measurement

The department will measure Semi-Permanent Restoration once for each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Semi-Permanent Restoration	EACH

Payment is full compensation for providing equipment needed and performing all work necessary to complete this contract bid item at each site; and for providing, protecting, and storing seed and erosion mat materials; for placing and anchoring the mat, including staples; for preparing the seeded areas; for installing end and junction slots; and for repairing and reseeding damaged areas; for providing, excavating, loading, hauling, and placing topsoil; for watering seed; and for furnishing, mixing, and applying soil stabilizer.

28. Restricted Log Pickup, Item SPV.0060.06.

A Description

This special provision describes providing pickup of logs that cannot be removed after clearing for sites with Rusty Patched Bumblebee restrictions. Disposal of logs shall be according to standard spec 201.

B (Vacant)

C Construction

At several sites identified in Prosecution and Progress, Rusty Patched Bumblebee, trees must be cleared but the logs cannot be removed until April 10, 2025. The contractor shall return to those sites on or after April 10, and remove the logs left behind.

D Measurement

The department will measure Restricted Log Pickup once for each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Restricted Log Pickup	EACH

Payment is full compensation for providing equipment needed and performing all work necessary to complete this contract bid item at each site; and for properly disposing of logs.

29. Traffic Control – Lane Closure, Item SPV.0060.07.

A Description

This special provision describes providing a lane closure traffic control setup as shown in SDD 15D12, "Traffic Control, Lane Closure"; 15D20, "Traffic Control, Single Lane Closure, Divided Non-Freeway/Expressway"; 15D20, "Traffic Control, Single Right Lane Closure, Undivided Non-Freeway/Expressway"; or 15C12 "Traffic Control for Lane Closure With Flagging Operation".

B Materials

Furnish traffic control devices, including Drums, Signs, Barricades Type III, Warning Lights Type C, and Arrow Boards according to the pertinent requirements of standard spec 643.

C Construction

Provide and maintain traffic control devices located where the plans show, or engineer directs according to standard spec 643.

D Measurement

The department will measure Traffic Control – Lane Closure by each site, 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.0060.07	Traffic Control – Lane Closure	EACH

Payment is full compensation for furnishing and maintaining devices and any incidental work associated with this item.

Flagging is incidental to the work under this bid item.

30. Traffic Control – Shoulder Closure, Item SPV.0060.08.

A Description

This special provision describes providing a lane closure traffic control setup as shown in SDD 15D28, "Traffic Control, Work On Shoulder Or Parking Lane, Undivided Roadway" or 15D27, "Traffic Control, Shoulder Closure On Divided Roadway, Speeds Greater Than 40 MPH".

B Materials

Furnish traffic control devices, including Drums, Signs, Barricades Type III, Warning Lights Type C, and Arrow Boards according to the pertinent requirements of standard spec 643.

C Construction

Provide and maintain traffic control devices located where the plans show, or engineer directs according to standard spec 643.

D Measurement

The department will measure Traffic Control – Shoulder Closure by each site, 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.0060.08	Traffic Control – Shoulder Closure	EACH

Payment is full compensation for furnishing and maintaining devices and any incidental work associated with this item.

31. Traffic Control – Ramp Closure, Item SPV.0060.09.

A Description

This special provision describes providing a traffic control setup as shown in SDD 15D16, “Traffic Control, Exit Ramp Closure” and SDD 15C02, “Traffic Control For Entrance Ramp Closure”.

B Materials

Furnish traffic control devices, including Signs according to the pertinent requirements of standard spec 643.

C Construction

Provide and maintain traffic control devices located where the plans show, or engineer directs according to standard spec 643.

D Measurement

The department will measure Traffic Control – Ramp Closure by each site, 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.0060.09	Traffic Control – Ramp Closure	EACH

Payment is full compensation for furnishing and maintaining devices and any incidental work associated with this item.

32. Traffic Control – Pedestrian Accommodation, Item SPV.0060.10.

A Description

This special provision describes providing a traffic control setup as shown in SDD 15D30, “Pedestrian Accommodation”.

B Materials

Furnish traffic control devices, including Signs according to the pertinent requirements of standard spec 643.

C Construction

Provide and maintain traffic control devices located where the plans show, or engineer directs according to standard spec 643.

D Measurement

The department will measure Traffic Control – Pedestrian Accommodation by each site, 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.0060.10	Traffic Control – Pedestrian Accommodation	EACH

Payment is full compensation for furnishing and maintaining devices and any incidental work associated with this item.

**33. Temporary Ditch Check Rock Bags Single Layer, Item SPV.0090.01;
Temporary Ditch Check Rock Bags Double Layer, Item SPV.0090.02.**

A Description

This special provision describes construction of temporary ditch checks using rock bags.

B Materials

Furnish rock bags conforming to the appropriate requirements of standard spec 628.

C Construction

Provide suitable rock bags to complete installations as the engineer directs.

Install the ditch checks as directed by the engineer and per plan detail. Place temporary ditch checks across ditches within a timeframe acceptable to the engineer after shaping the ditches or slopes and before starting any construction operation that may cause sedimentation or siltation at the site of the proposed ditch checks.

Inspect all ditch checks within a timeframe acceptable to the engineer after each rainfall and at least daily during prolonged rainfall. Within a timeframe acceptable to the engineer correct any deficiencies. In addition, make a daily review of the ditch checks in areas where construction activity has changed the earth contour and drainage runoff to ensure that the ditch checks are functioning properly. Where deficiencies exist, obtain engineer approval or direction to move or adjust existing rock bags or install additional rock bags. Replace any rock bags that have been damaged.

Remove sediment deposits when the deposits reach approximately one-half of the height of the rock bag(s) in the ditch flow line, or as directed by the engineer. Dispose of accumulated sediment and restore the site. The contractor may spread accumulated sediment to form a surface suitable for seeding. Remove and dispose of the ditch checks when they are no longer needed to control erosion. The engineer will determine when the criteria are met. Reshape the ditch, fill sumps and trenches, and restore the affected area to match the adjacent vegetation.

D Measurement

The department will measure Temporary Ditch Check, Rock Bags, Single Layer and Temporary Ditch Check, Rock Bags, Double Layer by the linear foot, acceptably completed. Measurement will be the length of the ditch check across the ditch.

Individual rock bags will not be measured.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Temporary Ditch Check Rock Bags Single Layer	LF
SPV.0090.02	Temporary Ditch Check Rock Bags Double Layer	LF

Payment is full compensation for providing, storing, and protecting ditch check materials on the project, for installing and removing ditch checks at project completion or as the engineer directs; for inspecting and maintaining ditch checks as specified; for repairing and restoring damaged areas; and for removing and disposing of all surplus and waste material.

Move or adjust existing rock bags or install additional rock bags at no additional cost to the department.

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ADDITIONAL SPECIAL PROVISION 4

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.

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 is not allowed to withhold 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.

Acceptance and Final Payment

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.

Additional Special Provision 6 (ASP-6)
Modifications to the standard specifications

Make the following revisions to the standard specifications:

108 Prosecution and Progress

Add subsection 108.9.4.1 effective with the November 2023 letting:

108.9.4.1 Winter Suspension for Completion Date Contracts

- (1) The contractor may request a winter suspension for a completion date contract. If the department determines weather conditions do not allow for the completion of the remaining work, the department may approve the contractor's request and determine the start date of the winter suspension. The end date of the winter suspension is March 31 or a date mutually agreed upon by both parties. For multi-year contracts, the department will only consider winter suspension for the final year of the contract.
 - (2) During winter suspension, store all materials in a manner that does not obstruct vehicular and pedestrian traffic and protect the materials from damage. Install traffic control and other safety devices necessary to protect the traveling public and pedestrians. Provide suitable drainage and install temporary erosion control where necessary. If the winter suspension begins when liquidated damages are being assessed, or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the cost of necessary pre-suspension work is incidental. If the winter suspension begins prior to the contract completion date, and the work has progressed as scheduled and would have been completed prior to the completion date, the cost of pre-suspension work will be paid as specified under 109.4.
 - (3) For a winter suspension that begins prior to the contract completion date and the work has progressed as scheduled and would have been completed prior to the completion date, the engineer will extend contract time to correspond with the end of the winter suspension and liquidated damages will not be assessed during the winter suspension.
 - (4) For a winter suspension that begins when liquidated damages are being assessed or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the engineer will not extend contract time. Time will be suspended until the end of the winter suspension. Liquidated damages will not be assessed during the winter suspension and liquidated damages will resume at the end of the winter suspension.
-

108.10.2 Excusable, Non-Compensable Delays

108.10.2.1 General

Replace entire section with the following effective with the January 2024 letting:

- (1) Non-compensable delays, 108.10.2.1(3), are excusable delays not the contractor's or the department's fault. The engineer will not pay for the delay costs listed in 109.4.7 for non-compensable delays.
 - (2) For non-compensable delays under calendar day and completion date contracts, the engineer will extend contract time if the conditions specified in 108.10.1 are met. The department will relieve the contractor from associated liquidated damages, as specified in 108.11, if the engineer extends time under 108.10.1.
 - (3) The following are non-compensable delays:
 1. Delays due to earthquakes, other cataclysmic phenomena of nature the contractor cannot foresee and avoid, severe weather or job conditions caused by recent weather as specified in 108.10.2.2.
 2. Extraordinary delays in material deliveries the contractor or their suppliers cannot foresee and forestall resulting from strikes, lockouts, freight embargoes, industry-wide shortages, governmental acts, or sudden disasters.
 3. Delays due to acts of the government, a political subdivision other than the department, or the public enemy.
 4. Delays from fires or epidemics.
 5. Delays from strikes beyond the contractor's power to settle not caused by improper acts or omissions of the contractor, their subcontractors, or their suppliers.
 6. Altered quantities as specified in 109.3.
-

108.10.3 Excusable Compensable Delays

Replace entire section with the following effective with the January 2024 letting:

- (1) Compensable delays are excusable delays due to the department's actions or lack of actions. The engineer will grant a time extension for a compensable delay if the conditions specified in 108.10.1 are met.
- (2) The following are compensable delays:

1. A contract change for revised work as specified for extra work under 104.2.2.1, for a differing site condition under 104.2.2.2, or for significant changes in the character of the work under 104.2.2.4.
 2. A contract change for an engineer-ordered suspension under 104.2.2.3.
 3. The unexpected discovery of human remains, an archaeological find, or historical find consistent with 107.25.
 4. The unexpected discovery of a hazardous substance consistent with 107.24.
 5. The non-completion of work that utilities or other third parties perform, if that work is not completed as specified in the contract.
- (3) For a compensable delay or a time extension, the department will relieve the contractor from associated liquidated damages under 108.11, and will pay the contractor for delay costs determined as follows:
1. Adjust the contract price as specified in 109.4.2 through 109.4.5 for delays under item 1 of 108.10.3(2).
 2. Adjust the contract price as specified in 109.4.7 for delays under items 2 through 5 of 108.10.3(2).

310 Open Graded Base

310.2 Materials

Replace paragraph two with the following effective with the November 2023 letting:

- (2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in Table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

TABLE 310-01 COARSE AGGREGATE (% passing by weight)

AASHTO No. 67^[1]	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 – 100
1/2-inch	-
3/8-inch	20 – 55
No. 4	0 – 10
No. 8	0 – 5
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

^[1] Size according to AASHTO M43.

390 Base Patching

390.4 Measurement

Replace entire section with the following effective with the November 2023 letting:

- (1) The department will measure Removing Pavement for Base Patching by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.
- (2) The department will measure Base Patching Asphaltic by the ton acceptably completed as specified for asphaltic pavement in 450.4.
- (3) The department will measure Base Patching Concrete HES and Base Patching Concrete SHES by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.

390.5 Payment

Replace entire section with the following effective with the November 2023 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
390.0100	Removing Pavement for Base Patching	CY
390.0201	Base Patching Asphaltic	TON
390.0305	Base Patching Concrete HES	CY
390.0405	Base Patching Concrete SHES	CY

- (2) Payment for Removing Pavement for Base Patching is full compensation for removing old pavement; for preparing the foundation and bringing up to grade. If the engineer orders the contractor to excavate yielding or unstable subgrade materials and backfill with suitable materials, the department will pay for that work with contract bid items or as agreed upon using 109.4.
- (3) Payment for Base Patching Asphaltic is full compensation for providing and compacting asphaltic mixture including asphaltic binder.
- (4) Payment for Base Patching Concrete HES and Base Patching Concrete SHES is full compensation for providing, curing, and protecting concrete. Payment also includes providing tie bars and dowel bars in unhardened concrete and steel within the patch. For tie bars and dowel bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars and Drilled Dowel Bars bid items as specified in 416.5.
- (5) Payment for Base Patching SHES also includes providing test data to the engineer as specified in 416.2.4.
- (6) The department will pay for sawing existing concrete pavement for removal under the Sawing Concrete bid item as specified in 690.5.

460 Hot Mix Asphalt Pavement**460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

Replace paragraph four with the following effective with the November 2023 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 WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM 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 WTM T11 and T27.

Batch plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.

Asphalt content (AC) in percent:

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308.
- AC by chemical extraction according to AASHTO T-164 method A or B.
- AC by automated extraction according to WTM D8159.
- If the department is using an ignition oven to determine AC, conform to WTP H003.
- If the department is not using an ignition oven to determine AC, ignition oven correction factor (IOCF) must still be reverified for any of the reasons listed in WTP H003 Table 2 and conform to WTP H-003 sections 3 through 6.
- Gradation of resulting aggregate sample determined according to WTM T30.

Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

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

VMA by calculation according to WTM R35.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the November 2023 letting:

- (3) The department will perform testing conforming to the following standards:
 - Bulk specific gravity (G_{mb}) of the compacted mixture according to WTM T166.
 - Maximum specific gravity (G_{mm}) according to WTM T209.
 - Air voids (V_a) by calculation according to WTM T269.
 - VMA by calculation according to WTM R35.
 - Asphalt content by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B, or automated extraction according to WTM D8159. If using an ignition oven to determine AC, conform to WTP H-003.

460.3.3.2 Pavement Density Determinations

Replace entire section with the following effective with the February 2024 letting:

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355. The engineer will determine density according to CMM 815 and WTM T355 as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as one day's production for each subplot type or one production shift if running 24 hours per day 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 the tests taken for that lot. The department determines the number of tests per lot according to WTP H-002.
- (4) An HTPC-certified Nuclear Density Technician I (NUCDENSITYTEC-I) or a nuclear density ACT working under a NUCDENSITYTEC-I technician, will locate samples and perform the testing. A NUCDENSITYTEC-I technician will coordinate and take responsibility for the work an ACT performs. No more than one ACT can work under a single NUCDENSITYTEC-I technician. The responsible NUCDENSITYTEC-I technician will ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly.

503 Prestressed Concrete Members

503.2.2 Concrete

Replace paragraph five with the following effective with the November 2023 letting:

- (5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, IP, IT, II, or III cement. The contractor may replace up to 30 percent of type I, IL, II, or III cement with an equal weight of fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.4.2.2 and slag conforms to 501.2.4.2.3. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.5.2 for air-entrained concrete. Use only coarse aggregate conforming to 310.2(2).

604 Slope Paving

604.2 Materials

Replace paragraph three with the following effective with the November 2023 letting:

- (3) Under the Slope Paving Crushed Aggregate bid item, furnish crushed stone or crushed gravel conforming to the gradation in Table 604-01, but with the additional requirements that at least 75 percent of the particles, by count, have at least one fractured face. Determine fracture according to WTM D5821.

TABLE 604-01 COARSE AGGREGATE (% passing by weight)

AASHTO No. 4 ^[1]	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 4
2-inch	100
1 1/2-inch	90 - 100
1-inch	20 - 55
3/4-inch	0 - 15
1/2-inch	-
3/8-inch	0 - 5
No. 4	-
No. 8	-
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

^[1] Size according to AASHTO M43.

612 Underdrains

612.3.9 Trench Underdrains

Replace paragraph one with the following effective with the November 2023 letting:

- (1) Under the Underdrain Trench bid item, excavate and backfill underdrain trenches. Backfill with coarse aggregate gradation conforming to 604.2(3). Before backfilling place geotextile as the plans show.

614 Semi-rigid Barrier Systems and End Treatments

614.2.6 Sand Barrel Arrays

Replace paragraph one with the following effective with the November 2023 letting:

- (1) Furnish sand barrels from the APL. Use fine aggregate conforming to gradation shown in Table 614-2 mixed with sodium chloride conforming to AASHTO M143. Apply an object marker to front-most barrel in the array.

TABLE 614-2 FINE AGGREGATE GRADATION

SEIVE	FINE AGGREGATE (% PASSING by WEIGHT)
3/8-inch	100
No. 4	90 - 100
No. 8	-
No. 16	45 - 85
No. 30	-
No. 50	5 - 30
No. 100	0 - 10
No. 200	<=3.5

628 Erosion Control**628.2.13 Rock Bags**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) Fill the bags with a clean, sound, hard, durable, engineer-approved coarse aggregate conforming by visual inspection to the gradation specified for coarse aggregate gradation in 604.2(3).

639 Drilling Wells**639.2.1 General**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) For grout use fine aggregate conforming to 501.2.7.2; and gradation conforming to 614.2.6(1); and type I, IL, IS, IP, or IT cement.

652 Electrical Conduit**652.3.1.2 Installing Underground**

Replace paragraph two with the following effective with the November 2023 letting:

- (2) Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in 651.3. Place at least 0.7 cubic feet of coarse aggregate gradation conforming to 604.2(3) directly under each drainage hole.

ERRATA

390.3.4 Special High Early Strength Concrete Patching

Correct errata link in paragraph (1) by changing from 416.3.8 to 416.3.7.

- (1) Construct as specified for special high early strength repairs under 416.3.7 except as follows:
 - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
 - Open to traffic as specified for concrete base in 320.3.

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. 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).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

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 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. 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).

BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) 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 the iron and steel manufacturing and coating processes Buy America 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.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

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

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form.

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).



Proposal Schedule of Items

Page 1 of 2

Proposal ID: 20240910010 Project(s): 3742-02-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	216.000 STA	_____.	_____.
0004	201.0120 Clearing	216.000 ID	_____.	_____.
0006	204.0170 Removing Fence	75.000 LF	_____.	_____.
0008	213.0100 Finishing Roadway (project) 01. 3742-02-71	1.000 EACH	_____.	_____.
0010	616.0700.S Fence Safety	75.000 LF	_____.	_____.
0012	618.0100 Maintenance and Repair of Haul Roads (project) 01. 3742-02-71	1.000 EACH	_____.	_____.
0014	628.1504 Silt Fence	200.000 LF	_____.	_____.
0016	628.1520 Silt Fence Maintenance	200.000 LF	_____.	_____.
0018	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0020	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0022	643.1050 Traffic Control Signs PCMS	30.000 DAY	_____.	_____.
0024	SPV.0005 Special 01. Invasive Species Management - Upland	0.430 ACRE	_____.	_____.
0026	SPV.0060 Special 01. Site Mobilization	6.000 EACH	_____.	_____.
0028	SPV.0060 Special 02. Frozen Ground Erosion Control	3.000 EACH	_____.	_____.
0030	SPV.0060 Special 03. Semi-Frozen Ground Erosion Control	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 2

Proposal ID: 20240910010 Project(s): 3742-02-71

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	SPV.0060 Special 04. Thawed Ground Erosion Control	2.000 EACH	_____.	_____.
0034	SPV.0060 Special 05. Semi-Permanent Restoration	2.000 EACH	_____.	_____.
0036	SPV.0060 Special 06. Restricted Log Pickup	2.000 EACH	_____.	_____.
0038	SPV.0060 Special 07. Traffic Control - Lane Closure	4.000 EACH	_____.	_____.
0040	SPV.0060 Special 08. Traffic Control - Shoulder Closure	5.000 EACH	_____.	_____.
0042	SPV.0060 Special 09. Traffic Control - Ramp Closure	1.000 EACH	_____.	_____.
0044	SPV.0060 Special 10. Traffic Control - Pedestrian Accommodation	1.000 EACH	_____.	_____.
0046	SPV.0090 Special 01. Temporary Ditch Check Rock Bags Single Layer	150.000 LF	_____.	_____.
0048	SPV.0090 Special 02. Temporary Ditch Check Rock Bags Double Layer	150.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

August 20, 2024

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #10: 3742-02-71
SER Tree Clearing Project
Various SER Counties
Various Highways
Southeast Region Wide

Letting of September 10, 2024

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

Special Provisions:

Revised Special Provisions	
Article No.	Description
8	Utilities
18	Notice to Contractor – Milwaukee County Parks Permit

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
47	Removal Plans – Site 10 (removed clearing areas within some TLE)
48	Removal Plans – Site 10 (removed clearing areas within some TLE)
49	Removal Plans – Site 10 (removed clearing areas within some TLE)
51	Removal Plans – Site 10 (removed clearing areas within some TLE)
62	Removal Plans – Site 30 (increased distance of clearing in new Right-of-Way)

Deleted Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of why sheet was deleted)
43-46	Removal Plans – Site 7 (site not to be included in initial work order)

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

3742-02-71

August 20, 2024

Special Provisions

8. Utilities.

*Replace entire section titled **Sites 4 and 5** with the following:*

Sites 4 and 5

The following utility companies have facilities within the limits of this site; however, no adjustments are anticipated:

AT&T Local Network – Communications

AT&T Wisconsin – Communications

City of Milwaukee – Conduit

City of Milwaukee – Sewer

City of Milwaukee – Water

City of Wauwatosa – Sewer

Level 3 Communications LLC – Communications

Midwest Fiber Networks LLC – Communications

Milwaukee Metropolitan Sewerage District (MMSD) - Sewer

Spectrum – Communications

Sprint Communications Co LP – Communications

Wauwatosa Water Utility - Water

We Energies – Electric

We Energies – Gas

*Replace entire section titled **Site 6** with the following:*

Site 6

The following utility companies have facilities within the limits of this site; however, no adjustments are anticipated:

AT&T Wisconsin – Communications

ATC Management Inc – Electric Transmission

CenturyLink Communications LLC – Communications

City of Glendale – Sewer

City of Glendale – Water

Midwest Fiber Networks LLC – Communications

Milwaukee Metropolitan Sewerage District (MMSD) – Sewer

North Shore Water Commission - Water

Spectrum – Communications

Verizon Business – Communications

We Energies – Electric

We Energies – Gas

WIN Technology – Communications

*Replace entire section titled **Site 31** with the following:*

Site 31

Spectrum – Communications has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

Spectrum will relocate facilities approximately one-half mile north and one-half mile south of the clearing areas, but not within those areas. Coordinate traffic control and hauling with Spectrum.

We Energies – Gas has facilities within the limits of this site. The following utility work may occur in this site while clearing is taking place:

We Energies will discontinue a 4" steel gas line and place a new 6" steel gas line from approximately Station 148+50 to 171+00, 23'-25' LT, and from Station 171+00 to approximately Station 176+33, 24' to 151' LT.

Additional work will occur south of the clearing limits by approximately one-half mile. Coordinate traffic control and hauling with We Energies.

Contact 1 (800) 261-5325 for gas emergencies, to identify if gas facilities are live, and gas valve box adjustments.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Gas Dispatch, 1 (800) 261-5325

Utility work is expected to take 150 days.

The following utility companies have facilities within the limits of this site; however, no adjustments are anticipated:

Alliant Energy – Electric

AT&T Wisconsin – Communications

ATC Management Inc. – Electric Transmission

City of Delavan Water and Sewage Utility – Water

Delavan Lake Sanitary District – Sewer

Geneva National Sanitary District – Sewer

Village of Williams Bay – Sewer

Village of Williams Bay – Water

Walworth County Metro Sewage District – Sewer

Windstream KDL LLC – Communications

18. Notice to Contractor – Milwaukee County Parks Permit.

Add the following to the end of the article:

Site 10

A Right of Entry Permit is required to perform the work within the Milwaukee County Park property. Contact Guy Smith at (414) 257-7275 to complete a Right of Entry Permit to perform any tree clearing work within park property.

Notify the Park Maintenance Unit at (414) 258-2322 for utility locates 5 days prior to beginning the above-mentioned work. The County's Park Maintenance personnel will locate Milwaukee County Parks utilities within their ROW.

The contractor shall be responsible for returning the signed permit and fee to Milwaukee County Parks. The cost of the permit fee is incidental to construction. The contractor must obtain this permit in order to perform construction operations for this project.

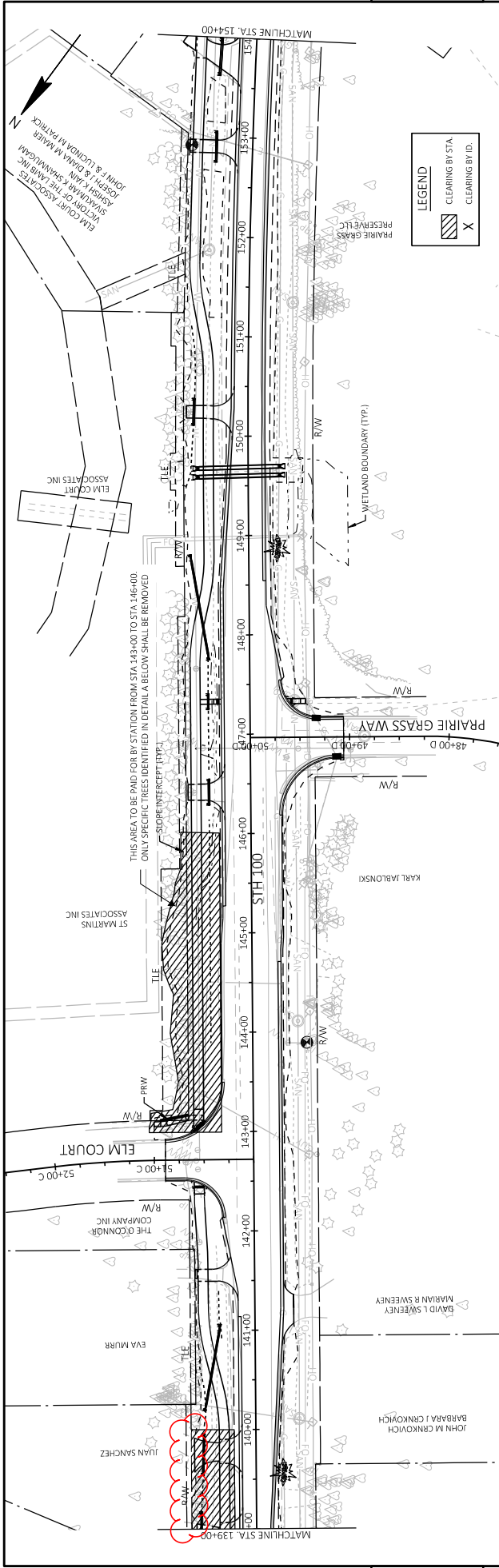
Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

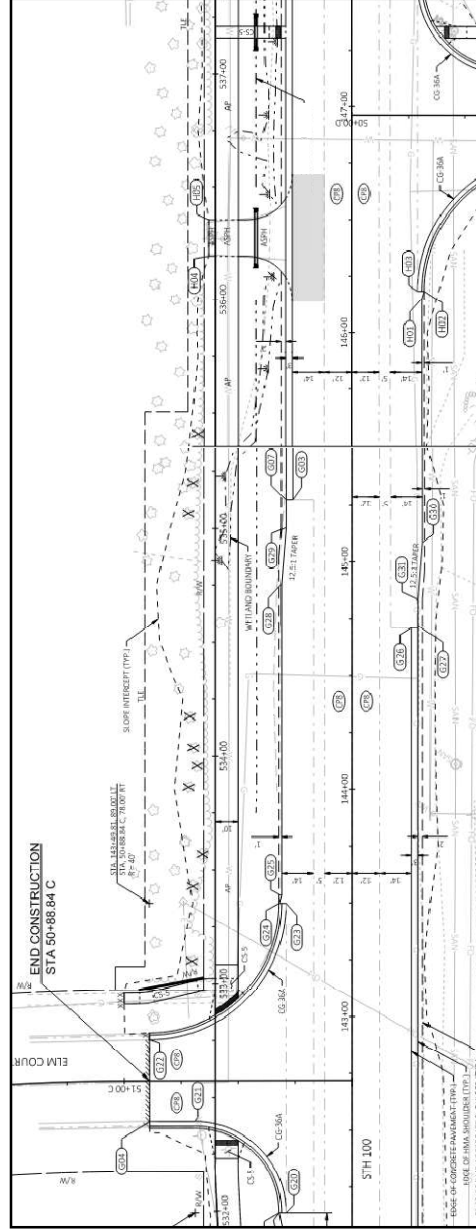
Revised: 47, 48, 49, 51, and 62

Deleted: 43 - 46

END OF ADDENDUM



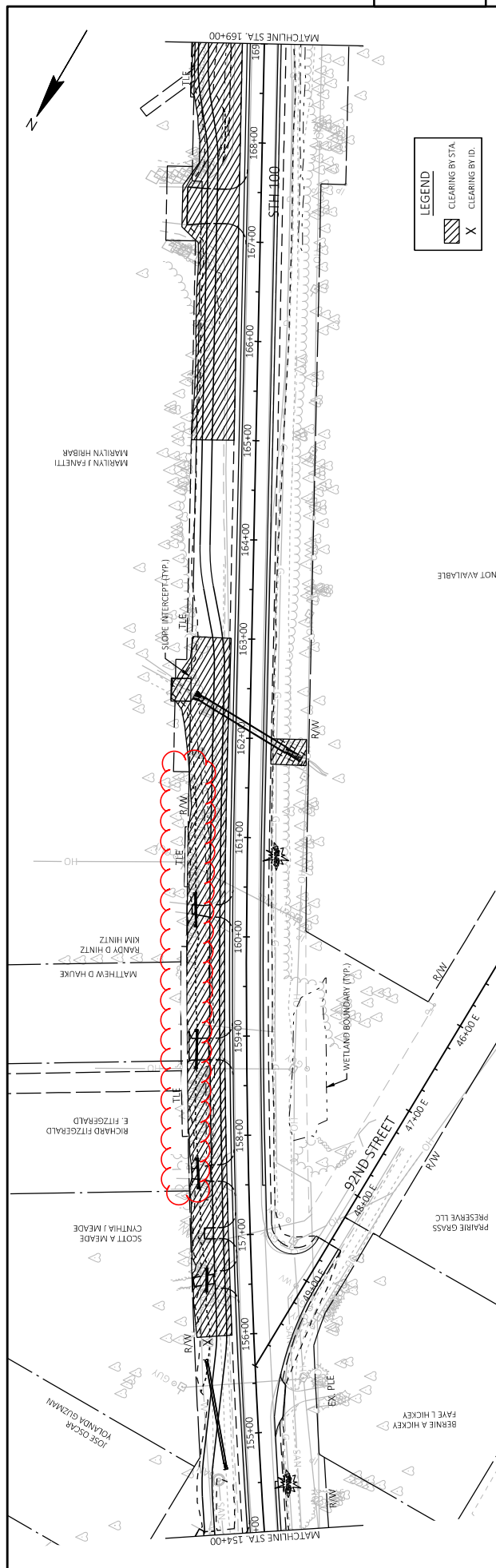
DETAIL A



STA 143+24, 70' LT
STA 143+57, 70' LT
STA 143+71, 66' LT
STA 144+00, 72' LT
STA 144+10, 68' LT
STA 144+18, 70' LT
STA 144+32, 71' LT
STA 145+21, 72' LT
STA 145+35, 70' LT
STA 145+55, 68' LT

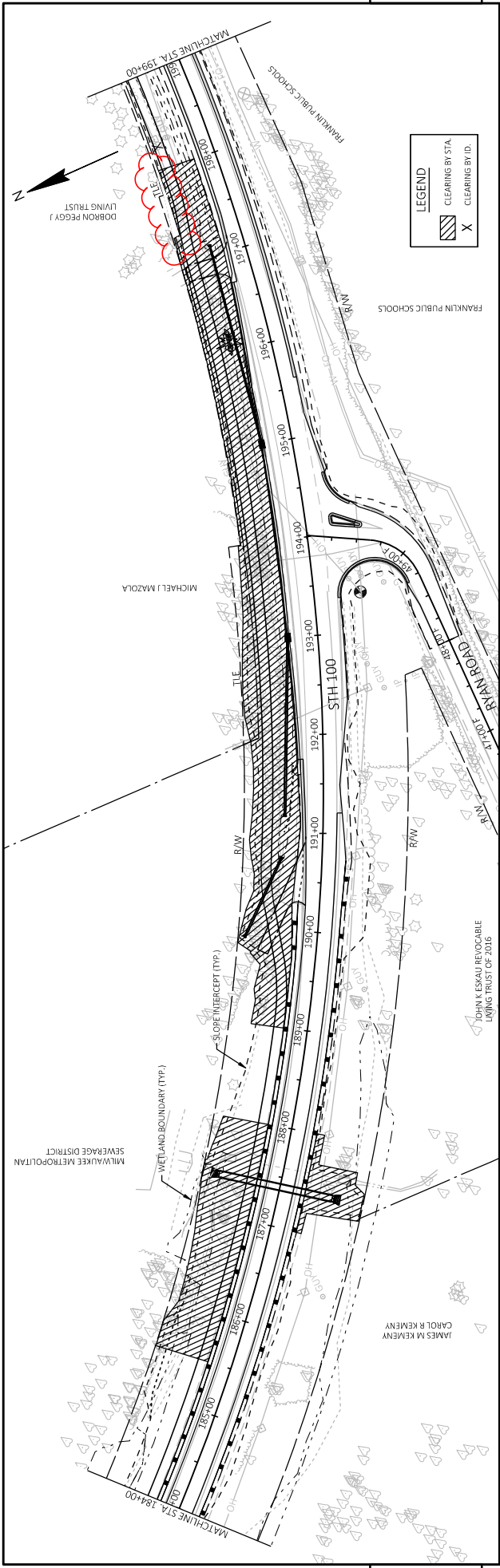
Addendum No. 01
ID 3742-02-71
Revised Sheet 48
August 20, 2024

PROJECT NO: 3742-02-71	HWY: STH 100	COUNTY: MILWAUKEE	PLAN AND PROFILE: REMOVAL PLANS - SITE 10	SHEET 48	E
FILE NAME: S:\MILWAUKEE-10991089\1098\DRAWINGS\CAD\AUTOCAD\DWG_30\20401303\SHEETS\PLAN\CLEARING_0050101.PPDWG	LAYOUT NAME: 050102_PP	PLOT DATE: 5/31/2024 11:53 AM	PLOT BY: SADOWSKI, ZACH	PLOT SCALE: 1 IN=100 FT	WISDOT/CADD/SHEET 48



Addendum No. 01
ID 3742-02-71
Revised Sheet 49
August 20, 2024

PROJECT NO: 3742-02-71	HWY: STH 100	COUNTY: MILWAUKEE	REMOVAL PLANS - SITE 10	SHEET	49
FILE NAME: S:\MILWAUKEE-1999\ADDITIONAL DRAWINGS\CAVATOCAD\CIVIL_3D\20410153\3742-02-71\PI.DWG					
PLOT DATE: 5/31/2024 11:54 AM		PLOT BY: SADOWSKI, ZACH		PLOT SCALE: 1 IN. = 100 FT	
WSPK/CADD/SHEET 44					



Addendum No. 01
ID 3742-02-71
Revised Sheet 51
August 20, 2024

PROJECT NO: 3742-02-71		HWY: STH 100	COUNTY: MILWAUKEE	PLAN AND PROFILE: REMOVAL PLANS - SITE 10		SHEET 51	E
FILE NAME: S:\MIL1000-1099\1089\1083\DRAWINGS\CAD\AUTOCAD\CIVIL\3D\0401313\3SHEETS\PLAN\CLEARING AND GRUBBING PLAN\CLEARING_GAUBBING_050101_PP.DWG		PLOT DATE: 5/31/2024 11:56 AM		PLOT BY: SADOWSKI, ZACH		PLOT SCALE: 1 IN=100 FT	
LAYOUT NAME: 050105_PP						WSDOT/CADD/SHEET 44	

