

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **013**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Statewide	1009-43-74	N/A	2024/2025 Statewide Tree Clearing; Nc Region Various Counties	NON HWY

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: \$40,000.00 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 15, 2025	<b>SAMPLE NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

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

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

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

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

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

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

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

Notary Seal

Type of Work: 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-bus/contractors/hcci/bid-let.aspx>

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://www.bidx.com) web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

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

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 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 Expedite<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> 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

### Table of Contents

Article	Description	Page #
1.	General .....	2
2.	Scope of Work .....	2
3.	Waiving Bidder Prequalification .....	2
4.	Consideration of Proposals (Indefinite Delivery/Indefinite Quantity). ....	2
5.	Prosecution and Progress. ....	3
6.	Traffic.....	5
7.	Holiday and Special Event Work Restrictions. ....	6
8.	Public Convenience and Safety.....	6
9.	Railroad Insurance and Coordination - Fox Valley and Lake Superior Rail System, LLC – Site 06.....	10
10.	Railroad Insurance and Coordination - Wisconsin Central Ltd (CN) – Site 11. ....	11
11.	Utilities. ....	13
12.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permits. ....	13
13.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges. ....	14
14.	Information to Bidders, NPDES Construction General Permit for Storm Water Discharge Permit within Tribal Lands – Site 02, Site 03, Site 07, and Site 13.....	15
15.	Construction Over or Adjacent to Navigable Waters. ....	15
16.	Archaeological Sites. ....	16
17.	Native American Hiring Provision – Menominee Indian Tribe of Wisconsin.....	17
18.	Native American Hiring Provision – Forest County Potawatomi Community. ....	18
19.	Menominee Indian Tribe of Wisconsin (MITW) Permits – Site 02, Site 03 and Site 13.....	20
20.	Information to Bidders; Notification of Forest County Potawatomi Community Prior to Work – Site 07.....	20
21.	Tree Clearing.....	20
22.	Information to Bidders; Salvage and Disposal of Cleared Trees – Site 02, Site 03 and Site 13. ....	21
23.	Information to Bidders; Salvage and Disposal of Cleared Trees – Site 07.....	21
24.	Mobilization Site, Item SPV.0060.01. ....	22
25.	Semi-Permanent Restoration, Item SPV.0060.02.....	22
26.	Work on Shoulder or Parking Lane, Undivided Roadway, Item SPV.0060.03. ....	23
27.	Shoulder Closure on Divided Roadway, Item SPV.0060.04.....	23
28.	Single Closure with Flagging Operation, Item SPV.0060.05.....	24

**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 1009-43-74, 2024/2025 Statewide Tree clearing, NC region Various Counties, Statewide, 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 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.

A Notice to Proceed for a specific work order will be issued for each work site or collection of work sites. The department will ensure all necessary permits are obtained before including a work site in a work order. 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 for 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 Schedule of Items (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	166 Station	50 Station	450 Station
201.0115	ACRE	17.6 Acre	10 Acre	30 Acre

See plans for additional estimated bid item quantities.

### **Contract Schedule**

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

Anticipated first work order: October 14, 2024

Anticipated second work order: December 2, 2024

Additional work orders will not be issued after February 14, 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 notice to proceed within 10 calendar days before the approved start date.

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

The 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 15, 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 15, 2025.

### **Interim Completion and Liquidated Damages – Tree Cutting: March 15, 2025**

Complete all tree cutting by March 15, 2025.

If the contractor fails to complete tree cutting by March 15, 2025, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on March 16, 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:

- Severe weather as specified in standard spec 108.10.2.2.
- Labor disputes that are not industry wide.
- 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 is listed in the table below:

SITE	SOURCE WISDOT PROJECT ID	COUNTY	HIGHWAY	ANTICIPATED WORK ORDER DATE
01	1009-43-66	VILAS	STH 017	2/14/2025
02	1009-43-68	MENOMINEE	STH 055	12/2/2024
03	1009-43-69	MENOMINEE	STH 047	12/2/2024
04	1053-04-84	MARATHON	STH 029	12/2/2024
05	1058-25-62	SHAWANO	STH 029	12/2/2024
06	1590-14-72	LINCOLN	USH 008	10/14/2024
07	1590-18-71,81,82,83 9813-02-70	FOREST	USH 008	12/2/2024
08	1600-15-70	WAUPACA	USH 045	2/14/2025
09	6100-00-70	GREEN LAKE	STH 044	2/14/2025
10	6580-13-71	SHAWANO	STH 156	2/14/2025
11	6933-00-61,77	WOOD	STH 173	10/14/2024
12	6991-00-74	WAUPACA	STH 054	12/2/2024
13	9650-17-73	MENOMINEE	STH 047	12/2/2024

Any coordination with utilities, environmental agencies or other outside contacts shall refer to the source project ID listed in the above table, not site.

## 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.

### General AMM

Ensure all operators, employees, and contractors working in areas known or presumed bat habitat are aware of all FHWA and department environmental commitments, including all applicable AMMs.

### Lighting AMM

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



### Tree Removal AMM

Tree Removal is to take place between November 1 and March 14 of the calendar year. Ensure tree removal is limited to that specified in the plans. Clearing limits shall be marked in the field by the engineer (bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within the clearing limits).

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 approval letter for the ECIP.

### **Fish Spawning and Threatened Turtles**

There shall be no instream disturbance of any waterway.

### **Bald Eagles**

#### Site 02, Site 03 and Site 13

Bald eagles are known to nest and live along the Wolf River corridor, if an impact to a nest is anticipated, notify the engineer, additional coordination with US Fish and Wildlife service is required.

### **Big Brown Bat (*Eptesicus fuscus*)**

#### Site 04

Tree clearing activities have the potential to impact the Big Brown Bat, tree removal occurring as part of this project is covered by the Cave Bat Broad Incidental Take Permit and there are no required actions for this species. However, it is recommended that special consideration be given to protecting snags or dying trees (if present), particularly from June 1 – August 15.

## **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**

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

## Site Specific Traffic

Keep all multi-lane highways open for all lanes of through traffic at all times; limit closures to shoulders only.

Keep all highways and intersecting sideroads open to at least one lane of traffic at all times. Flagging operations or shoulder closures may be utilized.

Keep all private entrances and field entrances accessible at all times, unless written permission is obtained from the property owner 48 hours in advance of closing the access. Maintain emergency access to the project area at all times.

### Site 05

Access points to STH 29 construction areas for the delivery or hauling of construction material for this project shall be at the existing interchange ramps or along STH 29 westbound via ingress/egress traffic control detail.

U-turns for construction vehicles at existing maintenance crossovers between STH 29 eastbound and westbound will only be allowed when lane closures are in place for inside eastbound and westbound passing lanes.

## 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 highway carrying any site roadway traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, November 22, 2024 to 6:00 AM Monday, November 25, 2024 for Opening Weekend of Deer Hunting Season;
- From noon Wednesday, November 27, 2024 to 6:00 AM Monday, December 2, 2024 for Thanksgiving;
- From noon Friday, December 20, 2024 to 6:00 AM Thursday, December 26, 2024 for Christmas;
- From noon Friday, December 27, 2023 to 6:00 AM Thursday, January 2, 2024 for New Year's Day.

### Site 05

- From 4 hours in advance of to 3 hours after any Green Bay Packers home game.

stp-107-005 (20210113)

## 8. Public Convenience and Safety.

### Site 01

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

Vilas County Sheriff's Department  
Wisconsin State Patrol  
Vilas County Highway Department  
Town of Conover  
Town of Phelps  
Town of Washington  
Town of Hackett  
Northland Pines School District  
Phelps School District  
Phelps Post Office  
Eagle River Post Office

The Vilas County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 02, Site 03 and Site 13

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

- Menominee County Sheriff's Department
- Wisconsin State Patrol
- Menominee County Highway Department
- Community Development (MITW)
- Menominee Indian School District
- Menominee Post Office
- Menominee Transit

The Menominee County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 04

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

- Marathon County Sheriff's Department
- Wisconsin State Patrol
- Marathon County Highway Department
- Village of Marathon City
- Town of Rib Falls, Cassel, Marathon, Stettin, Rib Mountain
- City of Wausau
- Marathon City School District
- Marathon City Post Office

The Marathon County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 05

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

- Shawano County Sheriff's Department
- Wisconsin State Patrol
- Shawano County Highway Department
- Town of Belle Pleine
- Town of Waukechon
- City of Shawano
- Shawano School District
- Shawano Post Office

The Shawano County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 06

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

- Lincoln County Sheriff's Department
- Wisconsin State Patrol
- Lincoln County Highway Department
- Town of Bradley
- Tomahawk School District
- Tomahawk Post Office

The Lincoln County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 07

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

- Forest County Sheriff's Department
- Wisconsin State Patrol
- Forest County Highway Department
- Forest County Potawatomi Community
- Town of Lincoln
- Town of Loana
- City of Crandon
- Crandon School District
- Crandon Post Office

The Forest County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 8

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

- Waupaca County Sheriff's Department
- Shawano County Sheriff's Department
- Wisconsin State Patrol
- Waupaca County Highway Department
- Shawano County Highway Department
- City of Clintonville Public Works Department
- City of Marion Public Works Department
- Town of Larrabee, Waupaca County
- Town of Dupont, Waupaca County
- Town of Grant, Shawano County

Clintonville Public School District  
Marion Public School District  
School District  
Clintonville Post Office  
Marion Post Office

The Waupaca and Shawano Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 09

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

#### State of Wisconsin:

- Wisconsin State Patrol: (920) 929-3700
- United States Post Office-Markesan, WI 53946

#### Green Lake County:

##### Green Lake County

- Highway Department
- Sheriff's Department

##### City of Markesan

- Police Department
- Fire Department
- Markesan School District

The Green Lake County Sheriff's Department 911 dispatches all area police, fire, and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 10

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

Shawano County Sheriff's Department  
Wisconsin State Patrol  
Shawano County Highway Department  
Town of Lessor  
Town of Maple Grove  
Bonduel School District  
Seymour School District  
Pulaski School District  
Bonduel Post Office

The Shawano County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

#### Site 11

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

Wood County Sheriff's Department  
Wisconsin State Patrol  
Wood County Highway Department  
Town of Remington  
Pittsville School District  
Babcock Post Office

The Wood County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005

#### Site 12

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least two business days before road closures, lane closures, or detours are put into effect:

Waupaca County Sheriff's Department  
Wisconsin State Patrol  
Waupaca County Highway Department  
Portage County Highway Department  
Town of Farmington  
City of Waupaca  
Waupaca Public School District  
Waupaca Post Office

The Waupaca County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

## **9. Railroad Insurance and Coordination - Fox Valley and Lake Superior Rail System, LLC – Site 06.**

### **A. Description**

Comply with standard spec 107.17 for all work affecting Fox Valley and Lake Superior Rail System, LLC 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 Fox Valley and Lake Superior Rail System.

Notify evidence of the required coverage, and duration to Justin Mahr, Senior Manager Real Estate - Contracts; 315 W. 3<sup>rd</sup> Street, Pittsburg, KS 66762; Telephone (402) 651-8238; E-mail: [justin.mahr@watco.com](mailto:justin.mahr@watco.com).

Also send a copy to the following: Caleb Herrin, NC Region Railroad Coordinator; 1681 Second Ave South, Wisconsin Rapids, WI 54495; Telephone (715) 420-6422; E-mail: [caleb.herrin@dot.wi.gov](mailto:caleb.herrin@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 1590-14-72
- Project Location: Tomahawk, Wisconsin
- Route Name: USH 8, Lincoln County
- Crossing ID: 855 242 H
- Railroad Subdivision: Valley
- Railroad Milepost: 137.80
- Work Performed on or within 50' of RR right-of-way: Reconstruct roadway approaches, regrade ditches, possible tree clearing.

#### **A.2 Train Operation**

Approximately 4 through freight trains operate daily at up to 25 mph. Minimal switching movements.

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

##### **Construction Contact**

Roger Schaalma, Divisional Engineer, Fox Valley and Lake Superior Rail System, LLC.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044; E-mail [rschaalma@watco.com](mailto:rschaalma@watco.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**

Rick Grant; Roadmaster; 608-400-6556; rgrant@watco.com Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1. Contractor must officially request a railroad flagger a minimum of 15 day prior to scheduled work. If the contractor fails to do so and is required to pay an Expedited Fee, the project will not reimburse the contractor for said fee.

##### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact the Flagging Contact above at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Fox Valley and Lake Superior Rail System, LLC will only locate railroad owned facilities located 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.

***Fox Valley & Lake Superior (FV&LS) will replace the rail crossing of USH 8 (855 242 H) during the project. FV&LS will excavate the existing railroad bed and roadway within the railroad right-of-way, and will place culvert pipes, sub-ballast, ballast, ties, rails and crossing surface panels.***

#### **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.

stp-107-026 (20240105)

### **10. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN) – Site 11.**

#### **A. Description**

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd. (CN) property and any existing tracks. The railroad will provide 1 days of flagging at no expense to the project.

##### **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 Wisconsin Central Ltd and Its Parents (CN).

Provide the second policy in the name of Wisconsin Central Ltd and Its Parents (CN).

Notify evidence of the required coverage, and duration to Matthew Turner, Public Projects Officer, 1625 Depot Street, Stevens Point, WI 54481; Telephone (715) 345-2503; E-mail: [Matthew.turner@cn.ca](mailto:Matthew.turner@cn.ca).

Also send a copy to the following: Caleb Herrin, NC Region Railroad Coordinator; 1681 Second Ave South, Wisconsin Rapids, WI 54495; Telephone (715) 420-6422; E-mail: [caleb.herrin@dot.wi.gov](mailto:caleb.herrin@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 6933-00-77
- Work Performed on or within 50' of RR right-of-way:

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	STH 173	Town of Cranmoor, Wood County, WI	392695T	Valley	36.430
2	Hazelnut Road	Town of Remington, Wood County, WI	392692X	Valley	34.030

## **A.2 Train Operation**

Approximately 4 through freight trains operate daily at up to 40 mph.

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

### **Construction Contact**

Matthew Turner, Public Works Officer; 1625 Depot Street, Stevens Point, WI 54481; Telephone (715) 345-2503; E-mail [matthew.turner@cn.ca](mailto:matthew.turner@cn.ca) 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**

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Flagging-US, 17641 South Ashland Avenue, Homewood, IL 60430; [Flagging\\_US@CN.CA](mailto:Flagging_US@CN.CA). The form can be obtained at: <https://www.cn.ca/en/safety/regulations>

Requests for flagging and cable locates can take up to five business days after the railroad receives the paperwork. Reference the Wisconsin Milepost and Subdivision located in A.1. Advise Wisconsin Central Ltd (CN) that the flagging services are to be billed at the rate for a public highway project.

### **Cable Locate Contact**

In addition to contacting Diggers Hotline, follow the procedure listed under Flagging Contact.

Wisconsin Central Ltd (CN) will only locate railroad owned facilities 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.

stp-107-026 (20240105)



## 11. Utilities.

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

stp-107-066 (20080501)

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.

Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.

### Site 06

The following utility owners have facilities within the project area; however, no adjustments are anticipated:

- **Frontier Communications of WI – Communication Line**
- **WPS – Electricity**
- **WPS – Gas**

### Site 11

The following utility owners have facilities within the project area; however, no adjustments are anticipated:

- **Oakdale Electric Cooperative**
- **TDS Telecom**

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

### Sites 05, 07

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:

Site 05: Bree Richardson, WisDOT Regional Environmental Coordinator (715) 421-8089.

Site 07: Greer Lundquist, WisDOT Regional Environmental Coordinator (715) 365-5758.

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.

### Sites 02, 03, 11, 13

The department has received written verification of coverage under the Section 404 Transportation Regional General 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:

Site 2: Bree Richardson, WisDOT Regional Environmental Coordinator, (715) 421-8089

Site 3: Bree Richardson, WisDOT Regional Environmental Coordinator, (715) 421-8089

Site 11: Emma Graves, WisDOT Regional Environmental Coordinator, (715) 499-3015

Site 13: Bree Richardson, WisDOT Regional Environmental Coordinator, (715) 421-8089

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)

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

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, (See below for permit number). 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 the project manager listed below. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

#### Site 01

Permit: WPDES Permit No. WI-S066796-2

Contact: Andrew Casper at (715) 365-5713

#### Site 04

Permit: WPDES Permit No. WI-S066796-2

Contact: Korey Boehm at (715) 459-2943

#### Site 05

Permit: WPDES Permit No. WI-S066796-1

Contact: Zachary Gruling at (715) 365-5764

#### Site 07

Permit: WPDES Permit No. WI-S066796-2

Contact: Stacy Hagenbucher at (715) 365-5770

#### Site 08

Permit: WPDES Permit No. TBD (will be obtained prior to construction)

Contact: Preston Bohn at (715) 421-7382

#### Site 11

Permit: WPDES Permit No. WI-S066796-2

Contact: Tim Hanley at (715) 459-4274

#### Site 12

Permit: WPDES Permit No. WI-S066796-2

Contact: Zachary Gruling at (715) 365-5764

### **14. Information to Bidders, NPDES Construction General Permit for Storm Water Discharge Permit within Tribal Lands – Site 02, Site 03, Site 07, and Site 13.**

The department will obtain permit coverage through the Environmental Protection Agency to discharge storm water associated with land disturbing construction activities located within tribal lands under this contract. Conform to all permit requirements for the project.

This permit is the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) for Storm Water Discharges from Construction Activities. The permit can be found at:

<https://www.epa.gov/npdes/2022-construction-general-permit-cgp>

stp-107-057 (20230113)

### **15. Construction Over or Adjacent to Navigable Waters.**

#### Site 03

Bowhunter Creek at Station 620+96 is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

#### Site 05

The Wolf River is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

*Add the following to standard spec 107.19(3):*

A waterway marker permit has been obtained for placing waterway markers and advanced warning signs in the Wolf River as shown in the plans. Additional information on waterway markers can be found on the Wisconsin DNR website:

<http://dnr.wi.gov/topic/boat/ordinances.html>

Note per standard spec 107.19 (8) and 107.19 (9), the contractor is responsible for temporary lights, waterway markers, other devices, or combination thereof as the governmental authority specifies and requires and the costs are incidental to other contract costs.

#### Site 07

The Unnamed waterway, a tributary of Surprise Lake, is classified as a state navigable waterway under standard spec 107.19.

The Unnamed waterway, a tributary of Peterson Creek, is classified as a state navigable waterway under standard spec 107.19.

Otter Creek is classified as a state navigable waterway under standard spec 107.19.

The Unnamed waterway, a tributary to Lake Lucerne, is classified as a state navigable waterway under standard spec 107.19.

Wabicon Lake is classified as a state navigable waterway under standard spec 107.19.

Rat River is classified as a state navigable waterway under standard spec 107.19.

Silver Lake is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

#### Site 11

The Hemlock Creek and Unnamed Tributary to Hemlock Creek is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

#### Site 13

Chickney Creek at Station 295+51 is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

## **16. Archaeological Sites.**

#### Site 02, Site 03 and Site 13

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 and NCR Tribal Liaison at (715) 365-5709 at least 30-days before commencement of any work. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction.

#### Site 05

47SW150/BSW-0109 (Magee-Mitton) site and historic property are located approximately 200' north/east of the End Project location and within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities beyond the existing right-of-way limits. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

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.

stp-107-220 (20180628)

#### Site 07

Various archeological sensitive sites are located approximately at the following locations:

- An unnamed archeological site is located approximately Station 587+50 (RT) to Station 589+50 (RT) off the right-of-way but within the limits shown on the plans.
  - Install 6' safety chain link fence as called out in the plans before start of work in the area. Contact Olivia Nunway, Forest County Potawatomi Community (FCPC) Assistant Tribal Historic Preservation Officer, (715-889-4882) two weeks prior to placement of fence to coordinate final location.
- An unnamed archeological site is located approximately Station 590+00 (LT) to Station 600+00 (LT).

Notify Olivia Nunway, FCPC Assistant Tribal Historic Preservation Officer, (715) 889-4882, at least two weeks before commencement of any work in these archeological sensitive areas to coordinate an observant for construction in these areas. No work can occur in these areas without a FCPC representative observant present.

Do not use the site for borrow or waste disposal. Do not use the site area for the staging of personnel, equipment and/or supplies.

#### Site 12

47WP311/BWP-0082 site is located approximately 121+50 LT to 135+50 LT within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

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.

stp-107-220 (20180628)

## **17. Native American Hiring Provision – Menominee Indian Tribe of Wisconsin.**

### **Pre-Bid**

Before bid submittal, contact the Menominee Indian Tribe of WI (MITW) to provide information on hiring procedures and future employment opportunities, and gather information on the tribal work force and tribal resources (ex. Native American owned DBE, tribal businesses, products, potential workers, etc.).

Menominee Indian Tribe of WI tribal labor office contact information:

Natasha Chevalier  
Community Development – Utilities Director  
W2794 Go Around Road  
PO Box 910  
Keshena, WI 54135  
Office: (715) 799-5157  
Cell: (715) 584-4204  
Email: [nchevalier@mitw.org](mailto:nchevalier@mitw.org)

Maintain documentation of all efforts made to communicate with Menominee Indian Tribe of WI (MITW) using [DT2400 Pre-Bid Contact Verification Form](#). This form is to be used as a record of communication with the designated tribe's assigned contact person. Please submit the DT2400 form and any supporting documentation when you submit the bid request (DT1633) for the project via email to:

DOT DTSD Highway Construction Contractors [constplans.dtid@dot.wi.gov](mailto:constplans.dtid@dot.wi.gov)

**The Eligible Bidders list will not be updated until this documentation is received.**

### **After Execution**

The contractor shall contact Antoine Chevalier (MITW) with the following information regarding available employment opportunities for prime and subcontractors at a minimum of five business days before the tribal coordination meeting:

- Job classification/trade
- Job qualifications and required skills
- Employment period
- Wage
- Copy of job application
- List of subcontractors and contact information (ex. Name, email, phone, etc.)
- List of available internships

After receiving employment opportunities, Antoine Chevalier (MITW) may provide employment referrals or recruitment sources throughout the life of the project to obtain qualified referrals.

Document all efforts made to communicate job opportunities and the results of hiring activities throughout the life of the contract. Utilize [DT2405 Native American Hiring Provision Report](#) and submit it to MITW and WisDOT Regional Labor Compliance Specialist on the 15<sup>th</sup> of every month for the previous month until the project construction is complete. Final report should be indicated on the form. Report shall include prime contractor and subcontractor data.

WisDOT Regional Labor Compliance Specialist contact information:

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

### **Tribal Coordination Meeting**

Between execution of contract and the project pre-construction meeting, the contractor and MITW will setup and facilitate the Tribal Coordination Meeting, establish an agenda, date and location. Any cost incurred for the meeting would be incidental to the overall project cost. The contractor shall work with the tribe to determine who from tribal leadership and staff the contractor should notify and invite to the meeting.

The contractor shall also notify and invite to the meeting:

- Regional Tribal Liaison, Mindy Samz ([Mindy.Samz@dot.wi.gov](mailto:Mindy.Samz@dot.wi.gov))
- WisDOT Regional Labor Compliance Specialist
- WisDOT Tribal Affairs Program Manager
- Tribal Affairs Project Manager, Cyless Peterson, [Cyless.peterson@dot.wi.gov](mailto:Cyless.peterson@dot.wi.gov)
- WisDOT region project team

This meeting may also include potential interviews or introductions with potential employees. The prime contractor and all subcontractors shall attend this meeting. Discussions are to include available employment opportunities and other tribal areas of interest such as scope of work, tribal regulations and ordinances, borrow sites, waste sites, and available aggregate.

### **Project Completion**

Submit documentation summarizing communications regarding job opportunities throughout the life of the contract. This can be done using the DT2405 form noting that this is the final report. Provide final report to the tribe and the WisDOT Regional Labor Compliance Specialist compiling the results of hiring activities for the prime contractor as well as for subcontractors at all tiers.

stp-107-200 (20230113)

## **18. Native American Hiring Provision – Forest County Potawatomi Community.**

### **Pre-Bid**

Before bid submittal, contact the Forest County Potawatomi Community (FCPC) to provide information on hiring procedures and future employment opportunities, and gather information on the tribal work force and tribal resources (ex. Native American owned DBE, tribal businesses, products, potential workers, etc.).

Forest County Potawatomi Community tribal labor office contact information:

Katheryn Tuper, Tribal Labor Officer  
5415 Everybody's Road, Crandon, WI 54520  
Office: (715) 478-4896  
Cell: (715) 889-3402  
Email: [Katheryn.tupper@fcp-nsn.gov](mailto:Katheryn.tupper@fcp-nsn.gov)

Maintain documentation of all efforts made to communicate with Forest County Potawatomi Community using [DT2400 Pre-Bid Contact Verification Form](#). This form is to be used as a record of communication with the designated tribe's assigned contact person. Please submit the DT2400 form and any supporting documentation when you submit the bid request (DT1633) for the project via email to:

DOT DTSD Highway Construction Contractors [constplans.dtid@dot.wi.gov](mailto:constplans.dtid@dot.wi.gov)

**The Eligible Bidders list will not be updated until this documentation is received.**

### **After Execution**

The contractor shall contact Katheryn Tuper of the Forest County Potawatomi Community with the following information regarding available employment opportunities for prime and subcontractors at a minimum of five business days before the tribal coordination meeting:

- Job classification/trade
- Job qualifications and required skills
- Employment period
- Wage
- Copy of job application
- List of subcontractors and contact information (ex. Name, email, phone, etc.)
- List of available internships

After receiving employment opportunities, Katheryn Tuper may provide employment referrals or recruitment sources throughout the life of the project to obtain qualified referrals.

Document all efforts made to communicate job opportunities and the results of hiring activities throughout the life of the contract. Utilize [DT2405 Native American Hiring Provision Report](#) and submit it to Forest County Potawatomi Community and WisDOT Regional Labor Compliance Specialist on the 15<sup>th</sup> of every month for the previous month until the project construction is complete. Final report should be indicated on the form. Report shall include prime contractor and subcontractor data.

WisDOT Regional Labor Compliance Specialist contact information:

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

### **Tribal Coordination Meeting**

Between execution of contract and the project pre-construction meeting, the contractor and Forest County Potawatomi Community will setup and facilitate the Tribal Coordination Meeting, establish an agenda, date and location. Any cost incurred for the meeting would be incidental to the overall project cost. The contractor shall work with the tribe to determine who from tribal leadership and staff the contractor should notify and invite to the meeting.

The contractor shall also notify and invite to the meeting:

- Regional Tribal Liaison, Mindy Samz ([Mindy.Samz@dot.wi.gov](mailto:Mindy.Samz@dot.wi.gov))
- WisDOT Regional Labor Compliance Specialist
- WisDOT Tribal Affairs Program Manager
- Tribal Affairs Project Manager, Cyless Peterson, [Cyless.peterson@dot.wi.gov](mailto:Cyless.peterson@dot.wi.gov)
- WisDOT region project team

This meeting may also include potential interviews or introductions with potential employees. The prime contractor and all subcontractors shall attend this meeting. Discussions are to include available employment opportunities and other tribal areas of interest such as scope of work, tribal regulations and ordinances, borrow sites, waste sites, and available aggregate.

## **Project Completion**

Submit documentation summarizing communications regarding job opportunities throughout the life of the contract. This can be done using the DT2405 form noting that this is the final report. Provide final report to the tribe and the WisDOT Regional Labor Compliance Specialist compiling the results of hiring activities for the prime contractor as well as for subcontractors at all tiers.

stp-107-200 (20230113)

## **19. Menominee Indian Tribe of Wisconsin (MITW) Permits – Site 02, Site 03 and Site 13.**

### **Water Permit**

A surface water permit through MITW has been obtained. Provide a copy of the Erosion Control Implementation Plan (ECIP) to Jeremy Pyatskowit (MITW Environmental Services Director) and review it with WisDOT Stormwater and Erosion Control Engineer for consistency with TRANS 401. Notify Jeremy of any changes to the erosion control devices shown in the plan before implementation. Submit the Notice of Termination to MITW upon completion of the project.

### **Tree Cutting Permit**

WisDOT has obtained a tree cutting permit from MITW. See chapter 310-3 of the Menominee Indian Tribe of WI tribal code for the following prohibited acts and penalties.

[Tribal Government of Menominee Indian Tribe of WI Invasive Species Prevention and Forest Health Protection \(ecode360.com\)](https://www.ecode360.com/Tribal-Government-of-Menominee-Indian-Tribe-of-WI-Invasive-Species-Prevention-and-Forest-Health-Protection)

To prevent the spread of Oak Wilt, it is illegal to cut any standing oak still containing its bark between April 1 and August 1 of any given year. To prevent the spread of the Emerald Ash Borer, it shall be illegal to transport any ash firewood or unmilled ash logs onto and lands within the exterior boundaries of the Menominee Indian Reservation.

### **Wolf River Waiver Permit**

The Wolf River is a National Wild and Scenic Rivers System within the boundaries of Menominee County. All work within ¼-mile of the Wolf River requires a Wolf River Waiver Permit from MITW, a permit has been obtained, any work not shown in the plan will require additional coordination and approval with MITW, WisDOT and National Park Service.

### **Construction Permit and Tribal Tax**

Obtain the required MITW Construction Permit.

[menominee-nsn.gov/GovernmentPages/Department.aspx?departmentID=1500](https://menominee-nsn.gov/GovernmentPages/Department.aspx?departmentID=1500)

Email Construction Permit submittal to [ConstructionPermit@mitw.org](mailto:ConstructionPermit@mitw.org), any questions with the process and payment can also be sent to that email address.

Satisfy all requirements of the MITW Construction Permit.

## **20. Information to Bidders; Notification of Forest County Potawatomi Community Prior to Work – Site 07.**

### **Notification**

Two weeks prior to commencement of any work on Forest County Potawatomi Community (FCPC) land (Station 538+00 – Station 640+00) contact Michelle Berdan (FCPC Planner) at (715) 478-4944 to arrange a tribal ground blessing. Tribal ground blessing shall be performed prior to start of any work.

## **21. 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.

## **22. Information to Bidders; Salvage and Disposal of Cleared Trees – Site 02, Site 03 and Site 13.**

### **Salvage and Deliver Timber**

See standard spec 201.3 (8).

All anticipated clearing locations were coordinated with the Menominee Indian Tribe of WI (MITW), Menominee Tribals Enterprises (MTE) and Wolf River Development Co (WRDC). All trees identified for commercial or firewood use has been flagged with green Ribbon and photos are included with the notes to construction. These marked trees are to be cleared, with all logs greater than 5-inch in diameter shall be cut into 8'-6" lengths and delivered to the MITW Resource Site. Coordinate the drop-off location with Ryan Fish at (715) 799-5286.

If any changes are made to the clearing limits, please provide 7 days' notice to Ron Waukau (MTE) at (715) 853-6083 and Wayne White (WRDC) 715-853-5528 for an additional tree removal site review.

MITW Resource Site Location:

44.92567°N, 88.75145°W

CTH G (0.4 miles southwest of STH 47) – Across from Basswood St

Middle Village, Shawano County

All other areas identified for clearing but do not include retaining timber for the tribe are to replace standard spec 201.3 (9) with the following:

Dispose of brush, waste logs, limbs, dead falls and timber tops within the clearing limits by chipping and/or removing from the right-of-way.

No opening burning is allowed.

## **23. Information to Bidders; Salvage and Disposal of Cleared Trees – Site 07.**

### **Salvage and Deliver Timber for FCPC**

See standard spec 201.3 (8)

All anticipated clearing locations were coordinated with the Forest County Potawatomi Community (FCPC) on tribal land (Station 553+00 – Station 621+00). All trees cleared greater than 10-inch diameter for hardwoods and 8-inch diameter for softwoods on tribal land will become the property of FCPC. All logs greater than 10-inch (hardwood) in diameter and 8-inch in diameter (softwood) shall be cut into 100-inch lengths and delivered to the FCPC Resource sites listed below. A minimum diameter of 4-inch at the smaller end of the 100-inch lengths shall be maintained. Coordinate the tree salvaging and the drop-off locations with Kevin Makuck (FCPC Forestry Manager) at 715-478-4975.

FCPC Resource Site Location (Softwoods):

FCPC Forest Facility

5323 Wensaut Ln.

Crandon, WI 54520

FCPC Resource Site Location (Hardwoods):

Nicolet Hardwoods Corporation

P.O. Box 305

Laona, WI 54541

## Salvage and Deliver Timber for Forest County

See standard spec 201.3 (8).

All anticipated clearing locations were coordinated with the Forest County Forest Department on Forest County land (Station 634+00 – Station 684+00). All trees cleared greater than 4-inch diameter on Forest County land will become the property of Forest County. All logs shall be cut into 8-foot lengths and delivered to the Forest County site listed below. A minimum diameter of 4-inch at the smaller end of the 8-foot lengths shall be maintained. Coordinate the tree salvaging and the drop-off location with Travis Wollenberg (Forest County Forestry Department Head) at (715) 478-3475.

Forest County Resource Site Location:

Otter Springs Recreation Area  
5638 Otter Creek Road #5498  
Crandon, WI 54520

All other areas identified for clearing that do not include retaining timber for the tribe and Forest County are to replace standard spec 201.3 (9) with the following:

Dispose of brush, waste logs, limbs, dead falls and timber tops within the clearing limits by chipping and removing from the right-of-way.

No opening burning is allowed.

### 24. Mobilization Site, Item SPV.0060.01.

#### A Description

Provide mobilization conforming to standard spec 619.

#### B (Vacant)

#### C (Vacant)

#### D Measurement

The department will measure Mobilization Site 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.0060.01	Mobilization Site	EACH

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

### 25. Semi-Permanent Restoration, Item SPV.0060.02.

#### A Description

This special provision describes providing erosion control after inadvertent ground disturbances that occur during clearing operations that will last until the source project at each site begins.

#### B Materials

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

#### C Construction

Provide and maintain erosion control and restoration located engineer directs according to standard spec 628 and 630.

#### D Measurement

The department will measure Semi-Permanent 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 item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Semi-Permanent Restoration	EACH

Payment is full compensation for providing, protecting and storing erosion mat materials on the project; 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; the staged moving of personnel, equipment and materials.

## **26. Work on Shoulder or Parking Lane, Undivided Roadway, Item SPV.0060.03.**

### **A Description**

This special provision describes providing a traffic control setup as shown in SDD 15D28, "Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway".

### **B Materials**

Furnish traffic control devices, including Drums and 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 Work on Shoulder or Parking Lane, Undivided Roadway 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.0060.02	Work on Shoulder or Parking Lane, Undivided Roadway	EACH

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

## **27. Shoulder Closure on Divided Roadway, Item SPV.0060.04.**

### **A Description**

This special provision describes providing a traffic control setup as shown in SDD 15D27, "Traffic Control, Shoulder Closure on Divided Roadway, Speed Greater than 40 M.P.H.".

### **B Materials**

Furnish traffic control devices, including Drums and 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 Shoulder Closure on Divided Roadway 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.0060.04	Shoulder Closure on Divided Roadway	EACH

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

**28. Single Closure with Flagging Operation, Item SPV.0060.05.**

**A Description**

This special provision describes providing a traffic control setup as shown in SDD 15C12, "Traffic Control for Lane Closure With Flagging Operation".

**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 in accordance with standard spec 643. Flagging may only occur during daytime hours.

**D Measurement**

The department will measure Single Closure with Flagging Operation 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.0060.05	Single Closure with Flagging Operation	EACH

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

## **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.

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

Make the following revisions to the standard specifications:

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**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 <sup>[1]</sup>	
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

<sup>[1]</sup> 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.

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### **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).

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### **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 <sup>[1]</sup>	
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

<sup>[1]</sup> 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.

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**ERRATA**

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**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 1<sup>st</sup> Tier and DBE Payments During Construction**

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. 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](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

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

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

## **ADDITIONAL SPECIAL PROVISION 9**

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

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:  
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:  
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

## NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## 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 project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

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

<https://wisconsin.dot.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.dot.gov/Documents/formdocs/dt4567.docx>

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

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<sup>1</sup> 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.

<sup>2</sup> 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 1

Proposal ID: 20240910013 Project(s): 1009-43-74

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	116.000 STA	_____.	_____.
0004	201.0115 Clearing	17.600 ACRE	_____.	_____.
0006	213.0100 Finishing Roadway (project) 01. 1009-43-74	1.000 EACH	_____.	_____.
0008	616.0206 Fence Chain Link 6-FT	240.000 LF	_____.	_____.
0010	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1009-43-74	1.000 EACH	_____.	_____.
0012	SPV.0060 Special 01. Mobilization Site	13.000 EACH	_____.	_____.
0014	SPV.0060 Special 02. Semi-permanent Restoration	13.000 EACH	_____.	_____.
0016	SPV.0060 Special 03. Work on Shoulder or Parking Lane Undivided Roadway	5.000 EACH	_____.	_____.
0018	SPV.0060 Special 04. Shoulder Closure on Divided Roadway	2.000 EACH	_____.	_____.
0020	SPV.0060 Special 05. Single Closure with Flagging Operation	6.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH ADDENDA HERE**