

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **021**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Northwest Region Wide	1000-28-28	N/A	Nw Region, Tree Clearing 2025; Nw Region Various Counties	NON HWY

## ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$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-business/contractors/hcci/bid-let.aspx>

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

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](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-business/contractors/hcci/bid-let.aspx>

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

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

**B. Submitting Electronic Bids****B.1 On the Internet**

- (1) Do the following before submitting the bid:
  4. Have a properly executed annual bid bond on file with the department.
  5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
  1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
  2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  4. Submit the bid before the hour and date the Notice to Contractors designates.
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite□□ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelope 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

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## **STSP'S Revised January 5, 2024**

### **SPECIAL PROVISIONS**

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

Perform the work under this construction contract for Project 1000-28-28, NW Region, Tree Clearing 2025, NW Region Various Counties, Non Hwy, Northwest Region Wide, 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.

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

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

104-05 0090901)

#### **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	248 STA	50 STA	275 STA

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 15, 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 work expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 180.11.

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

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

### **Coordination**

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

<b>SITE</b>	<b>SOURCE WISDOT PROJECT ID</b>	<b>COUNTY</b>	<b>ROADWAY CLEARING</b>
1	1020-00-85	ST. CROIX	STH 35
2	1198-03-73	DOUGLAS	LENROOT DRIVE
3	1535-07-73	TREMPEALEAU	USH 10
4	7050-00-72	CLARK	STH 73
5	7281-00-76	TREMPEALEAU	WHALEN ROAD
6	7282-00-72	TREMPEALEAU	SMIKRUD ROAD
7	7590-00-73	EAU CLAIRE	STH 93
8	7874-00-70	DUNN	810 <sup>TH</sup> STREET
9	8902-05-70	CHIPPEWA	CTH G
10	7864-00-74	CHIPPEWA	CTH OO
11	7995-02-76	EAU CLAIRE	HAMILTON AVE
12	8610-02-74	CHIPPEWA	STH 124

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.

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

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

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

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

#### Site 4

##### **Fisheries/Stream Work**

The majority of the culverts along this proposed STH 73 project are on tributaries to warmwater fisheries, wetland tributaries to warmwater fisheries or upland culverts. For wet pipes and bridge work, there shall be no in-stream disturbance between March 1 through June 15 with both dates inclusive of the timeout period. This construction BMP minimizes impacts to fish and other aquatic organisms during sensitive time periods such as spawning, and migration, if applicable.

#### Site 5

##### **Fish Spawning**

There shall be no instream disturbance of South Fork Beaver Creek as a result of construction activity under or for this contract, from September 15 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of warm water fish species.

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

#### Site 5

##### **Migratory Birds**

No evidence of swallow or other migratory bird nests have been observed on or under the following structures(s) during the preconstruction inspection. However, if nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures or obtain a depredation permit. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from May 1 to August 31.

- P-61-0218

## **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.

Lane closures are not allowed on STH 35 from 6:00 AM to 8:00 AM Monday through Friday. Traffic control set up 15D20 can only be used on USH 53 in Superior and lane closures on STH 35 will need to follow 15D12.

## **7. Holiday and Special Event Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highways in this project, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon 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 Tuesday, December 24, 2024 to 6:00 AM Thursday, December 26, 2024 for Christmas Day;
- From noon Tuesday, December 31, 2024 to 6:00 AM Thursday, January 2, 2025 for New Year's Day.

stp-107-005 (20210113)

## **8. Tenant Contact.**

### Site 2

Contact Superior Animal Clinic prior to clearing and grubbing. Clearing is located on property utilized by clinic.

Phone Number: (715) 392-6211

## **9. Utilities.**

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

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

### Site 1

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

**Comcast (COMLN)**

**Hudson Public Utilities (WATR)**

**Xcel Energy (ELCTY)**

**Hudson Public Utilities (SEWR)**

### Site 2

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

**Brightspeed of North Central Wisconsin, LLC (COMLN)**

**City of Superior Public Works (SEWR)**

**Superior Water, Light & Power Co (ELCTY)**

### Site 3

#### **Brightspeed Communications (Century Link) – Communication Line**

Brightspeed Communications has overhead facilities running along the north side USH 10 within the project limits. Work plans are pending.

#### **Tri-County Communication Cooperative – Communication Line**

Tri-County Communication Cooperative has underground facilities running along the north side of USH 10 within the project limits. Work plans are pending.

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

**Century Link – Communication Line**

**Xcel Energy – Electric**

**WE Energies – Gas**

### Site 4

#### Fiber Optic and Communications

**Astrea** owns buried communication lines adjacent to STH 73 for much of the project, generally 26 feet from centerline, with service crossings throughout.

**CenturyLink** owns buried communication lines adjacent to STH 73 for much of the project, generally 27 feet from centerline, with service crossings throughout.

**Everstream** owns buried communication lines adjacent to STH 73 for much of the project.

- Potential conflict Station 31+42.00 LT Culvert replacement

**Frontier** owns buried communication lines adjacent to STH 73 for much of the project, generally 28 feet from centerline, with service crossings throughout.

**Spectrum** has overhead communication lines adjacent to STH 73 for much of the project, generally 29 feet from centerline, with service crossings throughout.

**TDS** owns buried communication lines adjacent to STH 73 for much of the project.

- Potential conflict Station 31+42.00 RT Culvert replacement
- Potential conflict Station 89+11.00 RT Culvert replacement
- Potential conflict Station 110+6.00 RT Culvert replacement

## Electric

**Clark Electric Coop** has overhead electrical lines adjacent to STH 73.

- Potential pole conflict Station 209+18.00 Culvert replacement
- Potential pole conflict Station 376+83.00 Culvert replacement

**Dairyland Power Company** has overhead transmission lines adjacent to STH 73. No poles appear to conflict with work.

**Xcel Energy** has overhead transmission and electrical lines adjacent to STH 73. No poles appear to conflict with work.

## Gas/Petroleum

**Magellan Pipeline** owns buried gas/petroleum lines adjacent to STH 73 for much of the project, generally 33 feet from centerline, with service crossings throughout.

**We Energies** owns buried gas/petroleum lines adjacent to STH 73 for much of the project, generally 32 feet from centerline, with service crossings throughout.

## Site 8

### **Dairyland Power Cooperative**

The overhead electric transmission line that crosses 810th Street north of the bridge will be relocated prior to construction. Dairyland Power Cooperative (DPC) will set a temporary structure north of the existing DPC Structure #169 (near the edge of 50th Avenue) and attach the conductors to this temporary structure. DPC will temporarily lean DPC Structure #170 to the north.

### **Dunn Energy Cooperative**

The underground electric distribution line that runs along the east side of 810th Street within the project area and crosses 810th Street south and north of the existing structure will remain in place. No conflicts anticipated.

### **Nelson Telephone Cooperative**

The underground fiber optic lines that run along the west side of 810th Street within the project area and cross 810th Street south of the existing structure will remain in place. No conflicts anticipated.

### **West Wisconsin Telcom Cooperative**

The underground fiber optic line that runs along the east side of 810th Street within the project area will remain in place. No conflicts anticipated. Use caution when excavating near Station 9+74. West Wisconsin Telcom Cooperative will provide watchdog if necessary.

## Site 9

### **Chippewa Valley Electric Cooperative**

Chippewa Valley Electric Cooperative has overhead electric line along the east side of CTH G within project limits approximately 33-34 feet right from the centerline of CTH G with power poles located at approximately Station 8+79, 33 feet right and Station 12+12, 34 feet right.

The overhead electric lines that run along the east side of CTH G within the project limits will remain in place.

### **Lumen Technologies**

Lumen Technologies has underground telephone line along the east side of CTH G and an additional underground telephone line crosses CTH G north of the bridge within the project limits. The underground telephone line enters the project approximately 15-13 feet right of the centerline of CTH G. The additional underground telephone line runs from a pedestal located at approximately Station 12+07, 34 feet right and crosses CTH G at approximately Station 12+35 and runs to a pedestal located outside of the project area located at approximately 12+88, 42 feet left.

The underground telephone line that runs along the east side of CTH G and the underground telephone line that crosses CTH G north of the bridge within the project limits will remain in place.

## Site 10

### **AT&T (Communication)**

Overhead parallel: 118th St to 27th Ave

Underground crossing: 30th Ave, South Joles Parkway

Underground parallel: 30th Ave to South Joles Parkway

### **City of Eau Claire (Water)**

Water main along west side of CTH OO from Hogarth St to 110th St and runs parallel on both sides up to Station 32+00. The water main continues on the east side of CTH OO from Station 32+00 to 38+00.

### **City of Eau Claire (Sewer)**

Sanitary sewer along west side of CTH OO from Hogarth St to 11<sup>th</sup> Street.

### **Dairyland Power (Electricity)**

Overhead crossing near South Joles Parkway.

### **Village of Lake Hallie (Water)**

Underground parallel: 110th Ave to 22nd Ave, 118th St to 27th Ave, 30th Ave to South Joles Parkway

Underground crossing: Station 30+50, 118TH St, 30th Ave

### **Xcel Energy (Electricity)**

Overhead parallel: 111th St to Station 43+50, 118th St to 27th Ave

Overhead crossing: 110th St, Station 70+50, 118th St, Station 83+50, 30th Ave

Underground crossing: South Joles Parkway

### **Xcel Energy (Gas)**

Underground Crossing: South Joles Parkway

Underground parallel: East side of CTH OO from BUS 53 to South Joles Parkway

## Site 12

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

### **CINC (Communication)**

### **City of Chippewa Falls (Sewer)**

### **City of Chippewa Falls (Water)**

### **Chippewa Valley Electric (Electricity)**

### **Spectrum (Communication)**

### **Xcel Energy (Electricity)**

**AT&T Wisconsin (Communication)** has underground fiber optic facilities throughout the project. AT&T plans to adjust the existing manholes covers at Station 953+80 RT and 957+27 RT to match final pavement elevations. Adjustments will take one day.

**Xcel Energy (Gas)** had underground gas lines throughout the project. Xcel Energy plans to adjust the gas valve box at Station 982+93 RT to match final pavement elevations. Adjustments will take one day.

## **10. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

### Site 3

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 Andrew Peterson at (608) 792-6851.

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)

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

### Site 1

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

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

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

A certificate of permit coverage is available from the regional office by contacting Daniel Rambo, P.E. at (715) 836-5181. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

### Site 3

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

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

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

A certificate of permit coverage is available from the regional office by contacting Andrew Peterson at (608) 792-6851. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

### Site 7

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

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

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

A certificate of permit coverage is available from the regional office by contacting Daniel Rambo at (715) 836-5181. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

## **12. Environmental Protection, Aquatic Exotic Species Control.**

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

## **13. Environmental Protection.**

Adequately protect and restore all disturbed areas as soon as feasible.

Removal of vegetative cover must be restricted, and exposure of area ground kept to the minimum amount necessary to complete construction. Restoration of disturbed soils shall take place as soon as conditions permit. Do not stockpile materials in wetlands, waterways, or floodplains.

Excessive rutting in wetlands is considered wetland fill by DNR and ACOE. If rutting occurs in wetlands:

- Notify DNR Contact.
- Restoration of rutting or excessive soil compaction in wetlands will be required, unless this is within area(s) approved for 404/401 wetland fill for that specific project.

**14. 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. Material can be spread as wood chip mulch on bare soil areas up to a depth of 3 inches.

**15. Semi-Permanent Restoration, Item SPV.0060.01.**

**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 seed 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.0060.01	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.

**16. Work on Shoulder or Parking Lane, Item SPV.0060.02.**

**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	EACH

Payment is full compensation for furnishing and maintaining devices as well as costs associated with traffic control required under SPV.0060.02 but not included in SPV.0060.02.

## **17. Shoulder Closure on Divided Roadway, Item SPV.0060.03.**

### **A Description**

This special provision describes providing a traffic control setup as shown in SDD 15D27, "Traffic Control, Shoulder Closure on Divided Roadway, Speeds 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 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.0060.03	Shoulder Closure on Divided Roadway	EACH

Payment is full compensation for furnishing and maintaining devices as well as costs associated with traffic control required under SPV.0060.03 but not included in SPV.0060.03.

## **18. Lane Closure With Flagging Operation, Item SPV.0060.04.**

### **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 according to standard spec 643.

### **D Measurement**

The department will measure Lane 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.0060.03	Lane Closure With Flagging Operation	EACH

Payment is full compensation for furnishing and maintaining devices as well as costs associated with traffic control required under SPV.0060.04 but not included in SPV.0060.04.

**19. Mobilization Site, Item SPV.0060.05.**

**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.0060.05	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.

## **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.
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**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.
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**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)**

<b>AASHTO No. 67<sup>[1]</sup></b>	
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 HTCP-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.gov/rdwy/cmm/cm-02-28.pdf>

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

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

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

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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: 20240910021 Project(s): 1000-28-28

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	248.000 STA	_____.	_____.
0004	213.0100 Finishing Roadway (project) 01. 1000-28-28	1.000 EACH	_____.	_____.
0006	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1000-28-28	1.000 EACH	_____.	_____.
0008	SPV.0060 Special 01. Semi-Permanent Restoration	12.000 EACH	_____.	_____.
0010	SPV.0060 Special 02. Work On Shoulder or Parking Lane	10.000 EACH	_____.	_____.
0012	SPV.0060 Special 03. Shoulder Closure On Divided Highway	1.000 EACH	_____.	_____.
0014	SPV.0060 Special 04. Lane Closure With Flagging Operations	3.000 EACH	_____.	_____.
0016	SPV.0060 Special 05. Mobilization Site	12.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH ADDENDA HERE**



## Wisconsin Department of Transportation

August 29, 2024

### Division of Transportation Systems Development

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

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #21: 1000-28-28**  
**NW Region, Tree Clearing 2025**  
**Northwest Region Wide**  
**Non Hwy**  
**NW Region Various Counties**

### Letting of September 10, 2024

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

#### Special Provisions:

Revised Special Provisions	
Article No.	Description
4	Consideration of Proposals (Indefinite Delivery/Indefinite Quantity)
5	Prosecution and Progress
9	Utilities
11	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Sewer Discharges

Deleted Special Provisions	
Article No.	Description
8	Tenant Contact
10	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit

#### Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
201.0105	Clearing	STA	248	-51	197
SPV.0060	Special 01. Semi-Permanent Restoration	EACH	12	-9	3
SPV.0060	Special 02. Work On Shoulder or Parking Lane	EACH	10	-8	2

SPV.0060	Special 04. Lane Closure With Flagging Operations	EACH	3	-2	1
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**Plan Sheets:**

<b>Revised Plan Sheets</b>	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
1	Remove shaded counties that are not included
3	Update contacts to only include site 1, 7 and 12
9	Update table
10	Update site
11	Update site
12	Update site and add note 'future work order sites, for information only'
13	Update site and add note 'future work order sites, for information only'
14	Update site and add note 'future work order sites, for information only'
15	Update site and add note 'future work order sites, for information only'
23	Update msq
24	Update msq
25-32	Add note 'For Information Only'
45-53	Add note 'For Information Only'

<b>Deleted Plan Sheets</b>	
Plan Sheet	Plan Sheet Title (brief description of why sheet was deleted)
4-8	Remove general notes for future site
33	Remove - site will not be included

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

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 01**

**1008-28-28**

**August 29, 2024**

**Special Provisions**

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

*Replace entire article language with the following:*

**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	197 STA	50 STA	275 STA

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 15, 2025

**5. Prosecution and Progress.**

*Replace entire article language with the following:*

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 ten calendar days before the approved start date.

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

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 work expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 180.11.

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

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

#### **Coordination**

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

SITE	SOURCE WISDOT	COUNTY	ROADWAY CLEARING
	PROJECT ID		
1	1020-00-85	ST. CROIX	STH 35
7	7590-00-73	EAU CLAIRE	STH 93
12	8610-02-74	CHIPPEWA	STH 124

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.

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

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

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

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

## **8. DELETED.**

## **9. Utilities.**

*Replace entire article language with the following:*

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

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.

### Site 1

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

**Comcast (COMLN)**

**Hudson Public Utilities (WATR)**

**Xcel Energy (ELCTY)**

**Hudson Public Utilities (SEWR)**

### Site 7

The following utility owners have facilities within the project area with relocations.

### **Brightspeed – COMLN**

Brightspeed – Communications will lower their underground lines at the following locations:

Station 226+00-231+00' LT (underground copper)

Station 231+00-236+00' LT (underground copper and fiber)

Station 312+00-320+00' LT (underground fiber); and RT (underground copper)  
Station 386+00-394+00' LT and RT (underground copper and fiber)  
Station 419+00-428+00' LT and RT (underground copper and fiber)

**Eau Claire Energy Cooperative – ELCTY**

Eau Claire Energy Cooperative – Electric has overhead and underground facilities running along and crossing existing STH 93.

Eau Claire Energy Cooperative – Electric will lower their underground line approximately 4 feet, from Station 419+00 to Station 425+00, LT.

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

**Flint Hills Resource Group –GSPTR (High Pressure)**

**Riverland Energy Cooperative – ELCTY**

**Spectrum – COMLN**

**Tri-County Communications Cooperative – COMLN**

**Xcel Energy – GSPTR**

Site 12

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

**AT&T Wisconsin - COMLN**

**CINC - COMLN**

**City of Chippewa Falls - SEWR**

**City of Chippewa Falls - WATR**

**Chippewa Valley Electric - ELCTY**

**Spectrum - COMLN**

**Xcel Energy – ELCTY**

**Xcel Energy – GSPTR**

**10. DELETED**

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

*Replace entire article language with the following:*

Site 1

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

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

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

A certificate of permit coverage is available from the regional office by contacting Daniel Rambo, P.E. at (715) 836-5181. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

#### Site 7

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

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

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

A certificate of permit coverage is available from the regional office by contacting Daniel Rambo at (715) 836-5181. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

#### **Schedule of Items**

Attached, dated August 29, 2024, are the revised Schedule of Items Page 1.

#### **Plan Sheets**

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

Revised: 1, 3, 9 - 15, 23 - 32, and 45 - 53

Deleted: 4 – 8 and 33.

END OF ADDENDUM

STATE PROJECT		FEDERAL PROJECT	
1000-28-28		PROJECT	
		CONTRACT	

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION  
PLAN OF PROPOSED IMPROVEMENT

NW REGION, TREE CLEARING 2025  
NW REGION VARIOUS COUNTIES

NON HWY  
NORTHWEST REGION WIDE

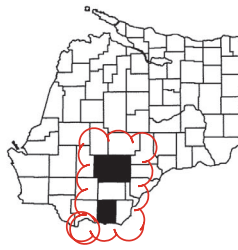
STATE PROJECT NUMBER
1000-28-28

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 1  
August 29, 2024

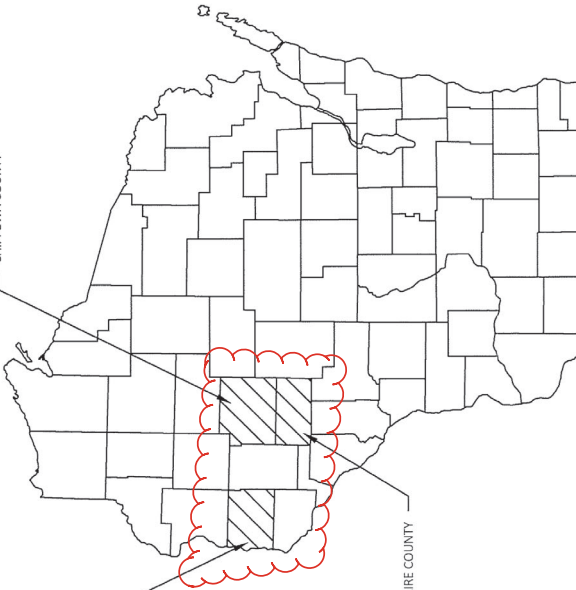
ORDER OF SHEETS

Section No.	1	Title
Section No.	2	Typical Sections and Details
Section No.	3	Estimate of Quantities
Section No.	3	Miscellaneous Quantities
Section No.	4	Right of Way Plat.
Section No.	5	Plan and Profile
Section No.	6	Standard Detail Drawings
Section No.	7	Sign Plates
Section No.	8	Structure Plans
Section No.	9	Computer Earthwork Data
Section No.	9	Cross Sections

TOTAL SHEETS =



ST. CROIX COUNTY



SCALE 0 1 MI  
LAYOUT

TOTAL NET LENGTH OF CENTERLINE =

HORIZONTAL POSITIONS SHOWN ON THIS PLAN ARE WISCONSIN  
COORDINATE REFERENCE SYSTEM (WISCRS), (NAME) COUNTY,  
NAD83 (YEAR), IN U.S. SURVEY FEET. POSITIONS SHOWN ARE GRID  
COORDINATES. HORIZONTAL DISTANCES AND DISTANCES  
ARE THE SAME AS GROUND DISTANCES.

ELEVATIONS ARE REFERENCED TO NAVD 88 (YEAR), GPS DERIVED  
ELEVATIONS ARE BASED ON GRID XX.

PLOT BY: THAO, KOU

PLOT DATE: 8/28/2024 12:01 PM

FILE NAME: C:\BMD\01001-11DWG

DESIGN DESIGNATION

A.A.D.T.	=
A.A.D.T.	=
D.H.V.	=
D.H.V.	=
T.	=
DESIGN SPEED	=
ESALS	=

CONVENTIONAL SYMBOLS

PLAN	PROFILE
CORPORATE LIMITS	GRADE LINE
PROPERTY LINE	ORIGINAL GROUND
LOT LINE	MARSH OR ROCK PROFILE (To be noted as such)
LIMITED HIGHWAY EASEMENT	SPECIAL DITCH
EXISTING RIGHT OF WAY	GRADE ELEVATION
PROPOSED OR NEW R/W LINE	CULVERT (Profile View)
SLOPE INTERCEPT	UTILITIES
REFERENCE LINE	ELECTRIC
EXISTING CULVERT	FIBER OPTIC
PROPOSED CULVERT (Box or Pipe)	GAS
COMBUSTIBLE FLUIDS	SANITARY SEWER
MARSH AREA	STORM SEWER
WOODED OR SHRUB AREA	TELEPHONE
	WATER
	UTILITY PEDESTAL
	POWER POLE
	TELEPHONE POLE

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
PREPARED BY	NW REGION
Surveyor	KOU THAO
Designer	TYLER RONGSTAD
Project Manager	NW REGION
Regional Examiner	NICOLE PASSIULLO
Regional Supervisor	
APPROVED FOR THE DEPARTMENT	
DATE: 8/28/24	Signature

E

SITE 1

UTILITY CONTACTS

COMCAST - COMMUNICATION LINE

BEN UELAND  
SUITE 100  
4255 LEXINGTON AVENUE  
ARDEN HILLS, MN 55126  
PHONE: (651) 493-5158  
BENJAMIN\_UELAND@COMCAST.COM

HUDSON PUBLIC UTILITIES - SEWER

DAVID SMITH  
1201 LIVINGSTONE ROAD  
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PHONE: (715) 441-7179  
DSMITH@CI.HUDSON.WI.US

XCEL ENERGY - ELECTRICITY

JOE MOEN  
2001 OLD HIGHWAY 35 SOUTH  
HUDSON, WI 54016  
PHONE: (715) 566-2495  
JOE.J.MOEN@XCELENERGY.COM

STATE AGENCIES

WISCONSIN DNR LIAISON

AMY LESIK  
WEST CENTRAL REGION  
1300 WEST CLAREMONT AVENUE  
EAU CLAIRE, WI 54701  
PHONE: (715) 495-1903  
EMAIL: AMY.LESIK@WISCONSIN.GOV

DESIGN PROJECT MANAGER

DANIEL RAMBO, PE  
WISDOT NORTHWEST REGION  
718 WEST CLAREMONT AVENUE  
EAU CLAIRE, WI 54701  
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HUDSON PUBLIC UTILITIES - WATER

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1201 LIVINGSTONE ROAD  
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PHONE: (715) 441-7179  
DSMITH@CI.HUDSON.WI.US

SITE 2

DNR AREA LIAISON:

DNR WEST CENTRAL REGION HEADQUARTERS  
1300 WEST CLAREMONT AVENUE  
EAU CLAIRE, WI 54701  
TELEPHONE: 715.934.9014  
ATTENTION: LEAH NICOL  
EMAIL: LEAH.NICOL@WISCONSIN.GOV

WISDOT CONTACT:

WISCONSIN DEPT OF TRANSPORTATION  
NORTHWEST REGION  
718 W. CLAREMONT AVE.  
EAU CLAIRE, WI 54701  
TELEPHONE: 715.635.4973  
ATTENTION: BETH CUNNINGHAM  
EMAIL: BETH.CUNNINGHAM@DOT.WI.GOV

DESIGN CONTACT:

SEH INC.  
10 NORTH BRIDGE STREET  
CHIPPewa FALLS, WI 54729-2550  
TELEPHONE: 715.720.0633  
ATTENTION: BRETT HOLLISTER  
EMAIL: BHOLLISTER@SEHINC.COM

UTILITY CONTACT LIST:

BRIGHTSPEED - COMMUNICATION LINE

BRIAN HUH  
425 ELLINGSON AVENUE  
MINNETONKA, MN 55345  
PHONE: (762) 557-5900 (OFFICE)  
(715) 563-8294 (MOBILE)  
BRIAN.HUH@BRIGHTSPEED.COM

SPECTRUM - COMMUNICATION LINE

RYAN LUCKEN  
12401 MCCANN DR  
ALTOONA, WI 54720  
(715) 833-7390  
RYAN.LUCKEN@CHARTER.COM

EAU CLAIRE ENERGY COOPERATIVE - ELECTRIC

JOSH VANINGAN  
8234 US HIGHWAY 12  
P.O. BOX 386  
EAU CLAIRE, WI 54702-0386  
(715) 833-6473  
JVANINGAN@CECC.COM

FLINT HILLS RESOURCE PINE BEND - GAS/PETROLEUM

SHELDON RAU  
13775 CLARK ROAD  
ROSEMOUNT, MN 55068  
SHELDON.RAU@FHR.COM

BUERLAND ENERGY COOPERATIVE - ELECTRIC

JOSH ABRAMCZAK  
N28988 STATE ROAD 93  
P.O. BOX 277  
EAU CLAIRE, WI 54701  
(608) 323-3381  
JABRAMCZAK@BUERLANDENERGY.COM

TBL COUNTY COMMUNICATIONS COOPERATIVE - COMMUNICATION LINE

JAY KONSLEA  
417 5TH AVE N  
P.O. BOX 578  
STRUM, WI 54770  
(715) 530-4245  
JKONSLEA@TCCPRO.NET

XCEL ENERGY - GAS/PETROLEUM

BECKY MARQUARDT  
10000 WISCONSIN AVE  
EAU CLAIRE, WI 54701  
(715) 737-1590  
REBECCA.MARQUARDT@XCELENERGY.COM

SITE 12

UTILITIES CONTACTS

COMMUNICATIONS:

AT&T WISCONSIN  
RICK PODOLAK  
4TH FLOOR, 304 S DEWEY ST  
EAU CLAIRE, WI 54701  
PHONE: (715) 839-5565 (OFFICE)  
PHONE: (715) 410-0656 (CELL)  
EMAIL: rp4514@att.com

CINC

DAREN BAUER  
105 GARFIELD AVE  
EAU CLAIRE, WI 54701  
PHONE: (715) 836-5286  
EMAIL: bauerdp@uwec.edu

CHARTER COMMUNICATIONS

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ELECTRICITY

XCEL ENERGY - ELECTRICITY - TRANSMISSION  
1414 W HAMILTON AVE  
EAU CLAIRE, WI 54701  
PHONE: (715) 737-1431

CHIPPewa VALLEY ELECTRIC

NIC ALBERSON  
317 S 8TH ST  
CORNELL, WI 54732  
PHONE: (715) 239-6800 (OFFICE)  
PHONE: (715) 202-0823 (CELL)  
EMAIL: nalberson@cve.coop

GAS/PETROLEUM

XCEL ENERGY - GAS/PETROLEUM  
KRISTEN HOFACKER  
1414 WESTERN AVE  
P.O. BOX 8  
EAU CLAIRE, WI 54702-0008  
PHONE: (715) 737-1086 (OFFICE)  
PHONE: (715) 577-9183 (CELL)  
EMAIL: kristen.a.hofacker@xceleenergy.com

SEWER & WATER

CHIPPewa FALLS DEPT. OF PUBLIC UTILITY - SEWER & WATER  
BRANDON CESAFSKY  
30 WEST CENTRAL ST  
CHIPPewa FALLS, WI 54729  
PHONE: (715) 726-2736 (ENGINEERING DEPT.)  
PHONE: (715) 726-2741 (WATER DEPT.)  
EMAIL: bcesafsky@chippewafalls-wi.gov

DESIGN CONTACT

AECOM  
JOSH LARSON  
1350 DEMING WAY, STE. 100  
MIDDLETON, WI 53662  
PHONE: (608) 828-8165  
EMAIL: zachary.larson@aecom.com

WISDOT

WISDOT DESIGN PROJECT MANAGER  
JOSH LANG  
944 VANDERBERGEN WAY  
GREEN BAY, WI 54304  
PHONE: (920) 362-6170  
EMAIL: joshua.lang@dot.wi.gov

WISDNR

LEAH NICOL  
WEST CENTRAL REGION HEADQUARTERS  
1300 WEST CLAREMONT AVE  
EAU CLAIRE, WI 54701  
PHONE: (715) 836-6571  
EMAIL: leah.nicol@wisconsin.gov

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 3  
August 29, 2024

PROJECT NO: 1000-28-28

HWY: NON HWY

COUNTY: NORTHWEST REGION WIDE

PROJECT CONTACTS

SHEET 3

E

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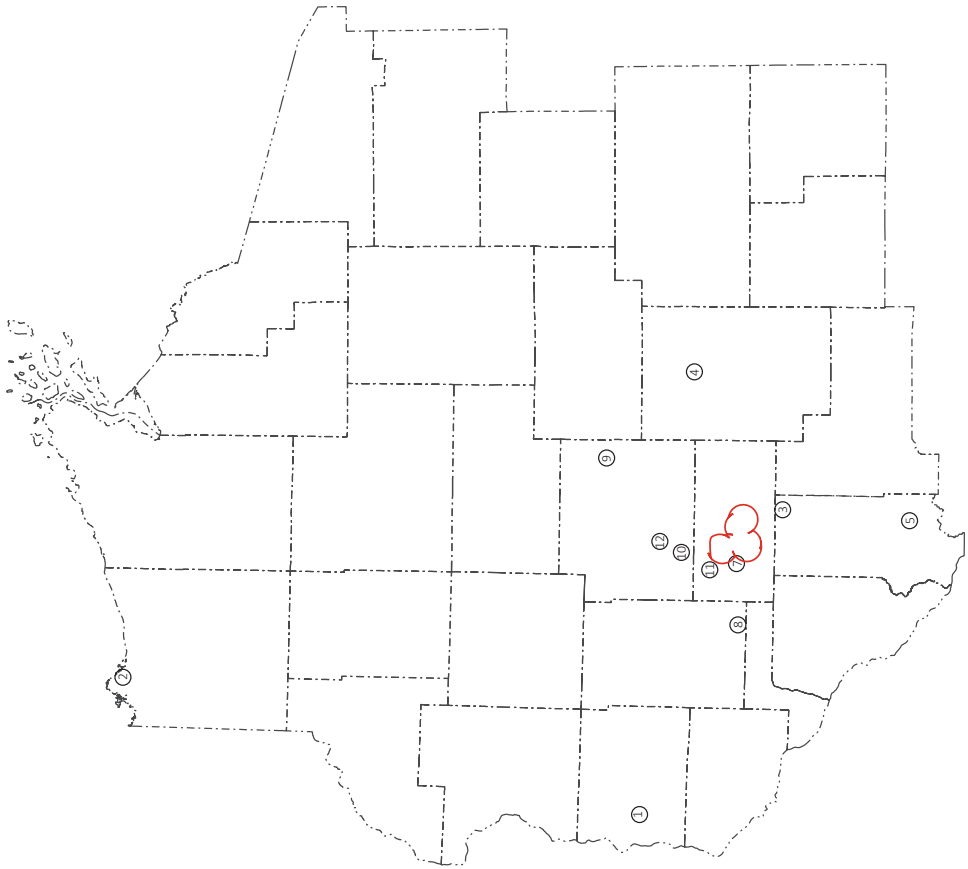
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PLOT NAME: THAO, KOU

PLOT SCALE: 1"=1'

WISDOT/CADD/SHEET 42

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 9  
August 29, 2024

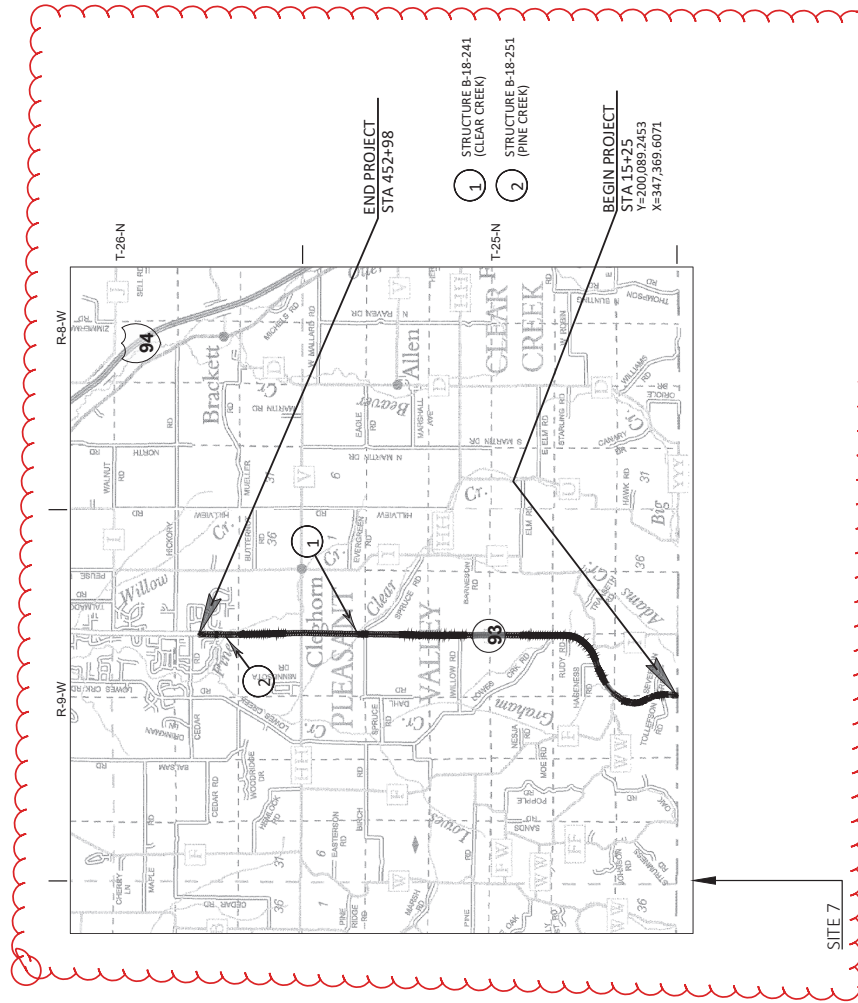
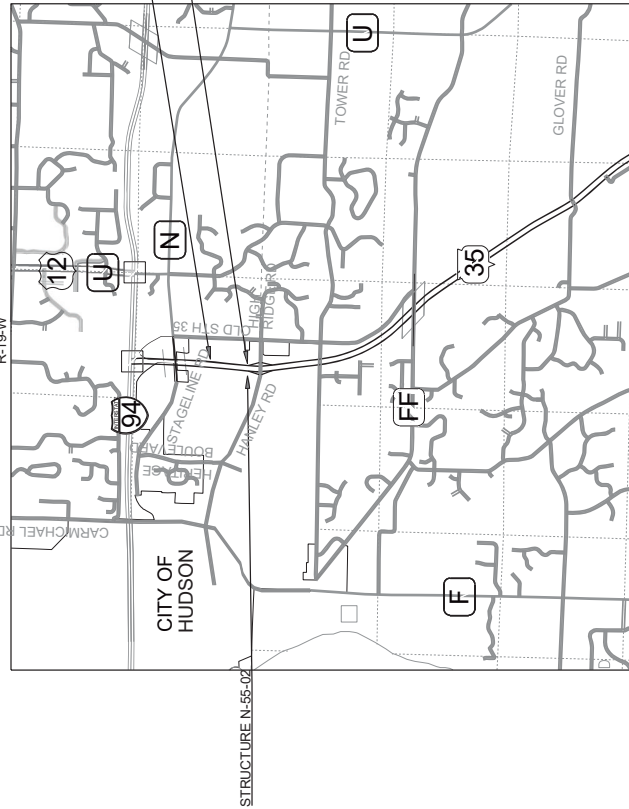


SITE	SOURCE WISDOT PROJECT ID	COUNTY	ROADWAY CLEARING
1	1020-00-85	ST. CROIX	STH 35
7	7590-00-73	EAU CLAIRE	STH 93
12	8610-02-74	CHIPPEWA	STH 124

*FUTURE WORK ORDER SITES			
SITE	SOURCE WISDOT PROJECT ID	COUNTY	ROADWAY CLEARING
2	1198-03-73	DOUGLAS	LENROOT DRIVE
3	1535-07-73	TREMPEALEAU	USH 10
4	7050-00-72	CLARK	STH 73
5	7281-00-76	TREMPEALEAU	WHALEN ROAD
8	7874-00-70	DUNN	810TH STREET
9	8902-05-70	CHIPPEWA	CTH G
10	7864-00-74	CHIPPEWA	CTH 00
11	7995-02-76	EAU CLAIRE	HAMILTON AVE

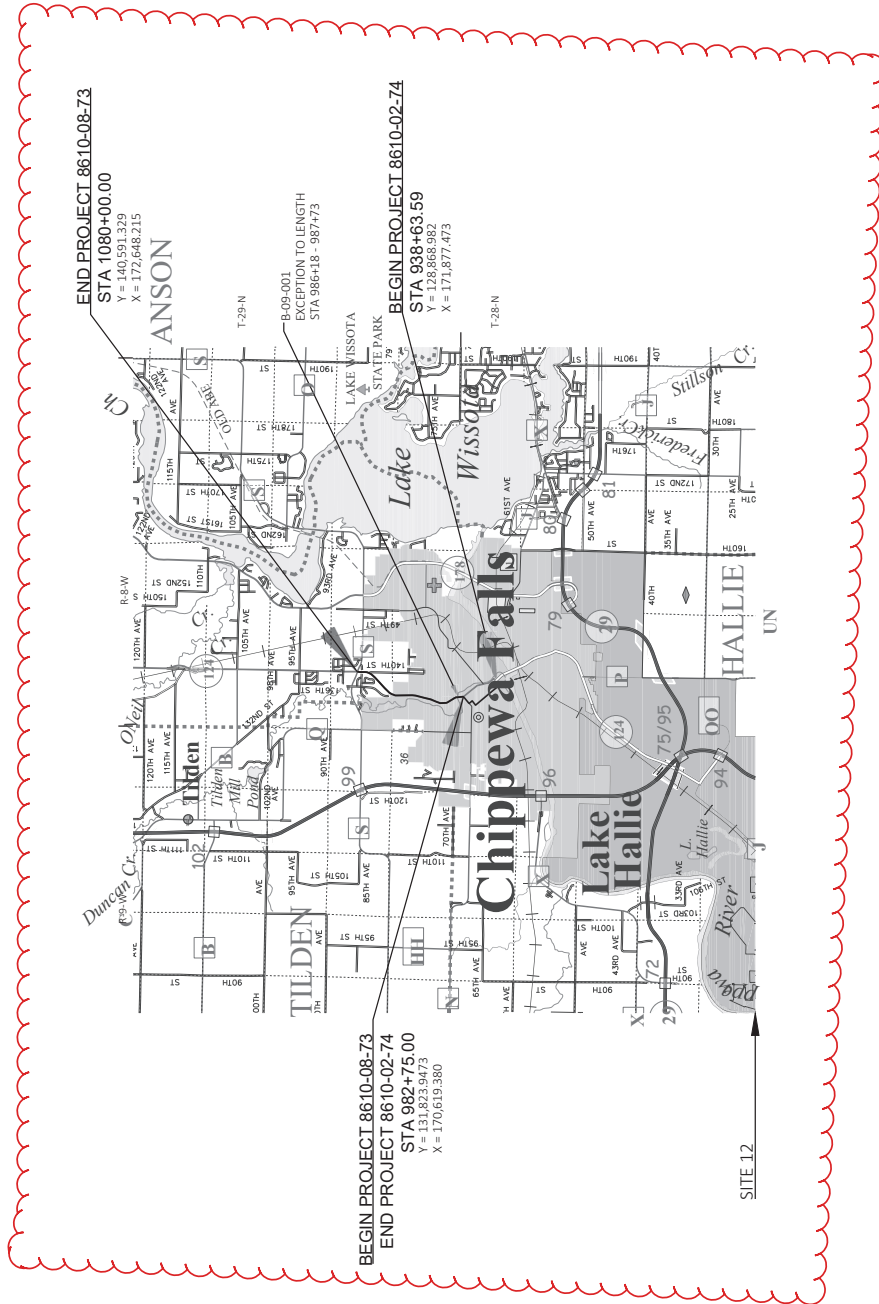
\*FOR INFORMATION ONLY

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 10  
August 29, 2024



PROJECT NO: 1000-28-28	HWY: NON HWY	COUNTY: NORTHWEST REGION WIDE	PROJECT OVERVIEW	SHEET 10	E
FILE NAME: C:\CADD\1000-01-PO.DWG	LAYOUT NAME: 01	DATE: 8/28/2024 11:52 AM	FLYBY: THAO, KOU	PLOT NAME:	WISDOT/CADD SHEET 42

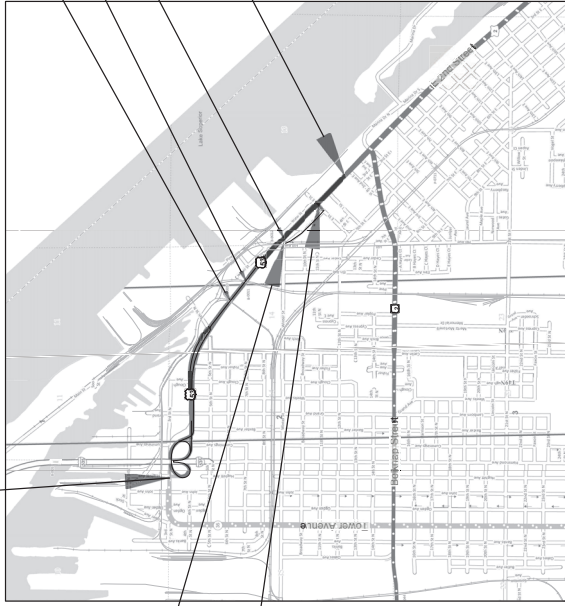
PROJECT NO:	1000-28-28	HWY: NON HWY	COUNTY: NORTHWEST REGION WIDE	PROJECT OVERVIEW	E
FILE NAME: C:\G3\010\020\0101-PO.DWG LAYOUT NAME: 02 PLOT DATE: 8/26/2024 11:52 AM PLOT BY: THAO, KOU PLOT NAME: 133 PLOT SCALE: 1:133 WSDOT/CADDIS SHEET 42					



Addendum No. 01  
ID 1000-28-28  
Revised Sheet 12  
August 29, 2024

BEGIN PROJECT 1198-03-73

STA 320+85.0  
X: 587,894.437  
Y: 131,283.073



END PROJECT 1198-03-80  
STA 711+90.99 (Lenroot Dr)

X: 593,529.165  
Y: 128,606.883

BEGIN PROJECT 1198-03-80  
STA 580+00.0 (E Street)

X: 594,417.353  
Y: 127,820.795

\*SITE 2

NET EXCEPTION TO CL LENGTH

STRUCTURE B-10 TO STA 6970.46- STA 71+88.39

NET EXCEPTION TO CL LENGTH

STRUCTURE B-316 TO STA 75+77.11- STA 77+57.92

NET EXCEPTION TO CL LENGTH

STRUCTURE B-16 TO STA 96+58.47- 99+23.27

END PROJECT 1198-03-73

STA 110+25  
X: 593,807.517  
Y: 128,405.010

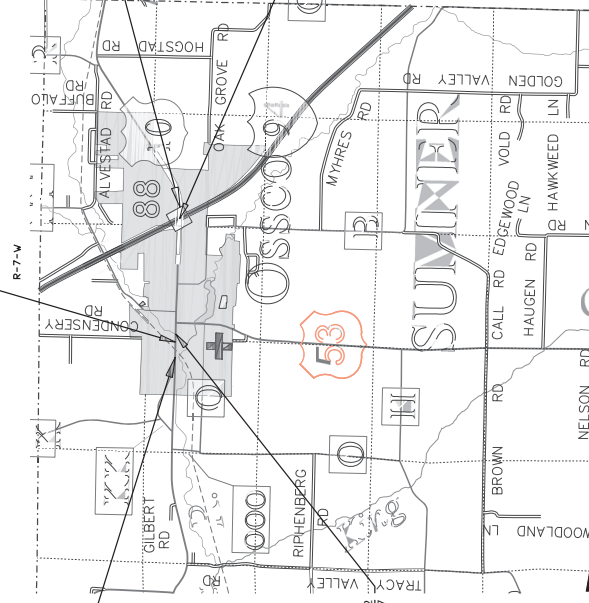
T-49-N

R-14-W

BEGIN PROJECT 1535-07-73  
STATION 127+80.00  
X = 878820.892  
Y = 517053.041

\*FUTURE WORK ORDER SITES, FOR INFORMATION ONLY

EQUATION: STA. 130+74.68 BK =  
STA. 9+00 AH.



\*SITE 3

PROJECT NO: 1000-28-28

HWY: NON HWY

COUNTY: NORTHWEST REGION WIDE

PROJECT OVERVIEW

SHEET 12

E

FILE NAME: C:\CIP\ID\03\0101-PO.DWG  
LAYOUT NAME: 03

PLOT DATE: 8/28/2024 11:52 AM

PLOT BY: THAO, KDU

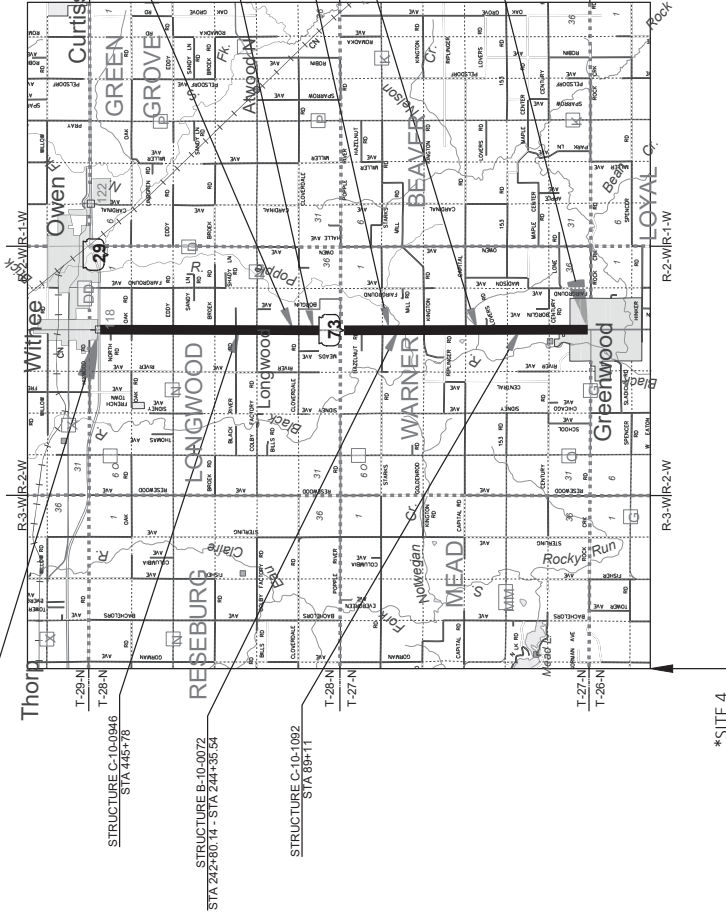
PLOT NAME:

PLOT SCALE: 0.9

WISDOT/CADDIS SHEET 42

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 13  
August 29, 2024

END PROJECT 7050-00-72  
STA 617+76.15



\*SITE 4

BEGIN PROJECT 7050-00-72  
STA 4+42.71  
X = 684610.010  
Y = 427069.353

BEGIN PROJECT  
STA 9+00  
Y = 363323.213  
X = 876954.158

END PROJECT  
STA 11+00  
Y = 363324.838  
X = 877154.151

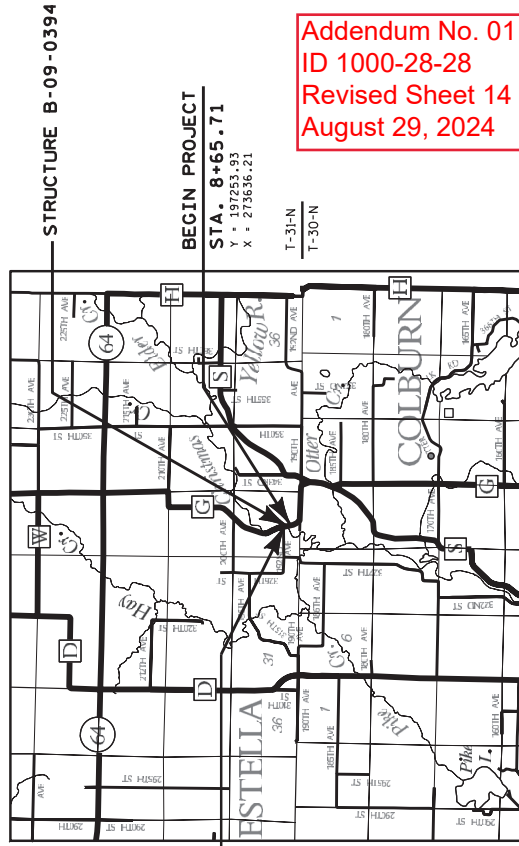
R-3-W R-2-W

Etrick

\*SITE 5

\*FUTURE WORK ORDER SITES, FOR INFORMATION ONLY

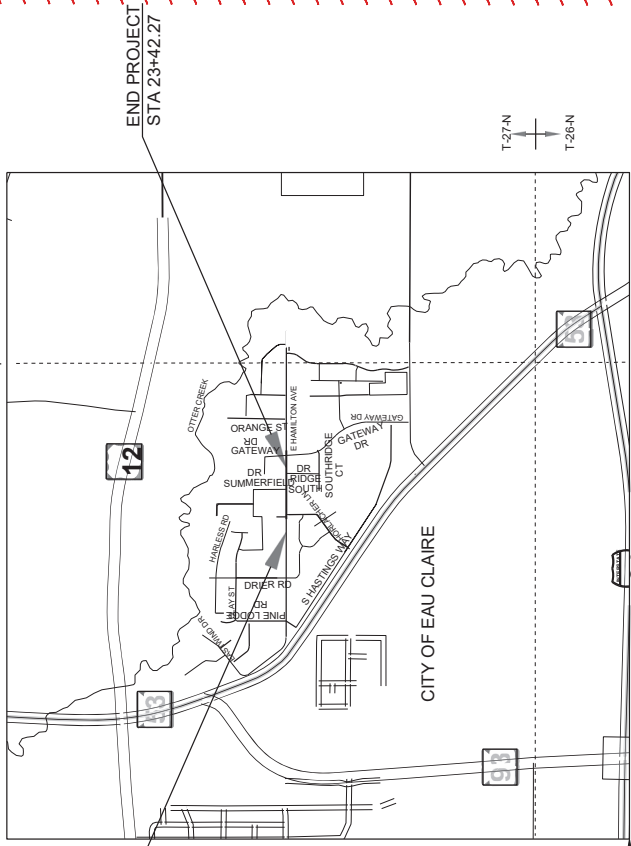
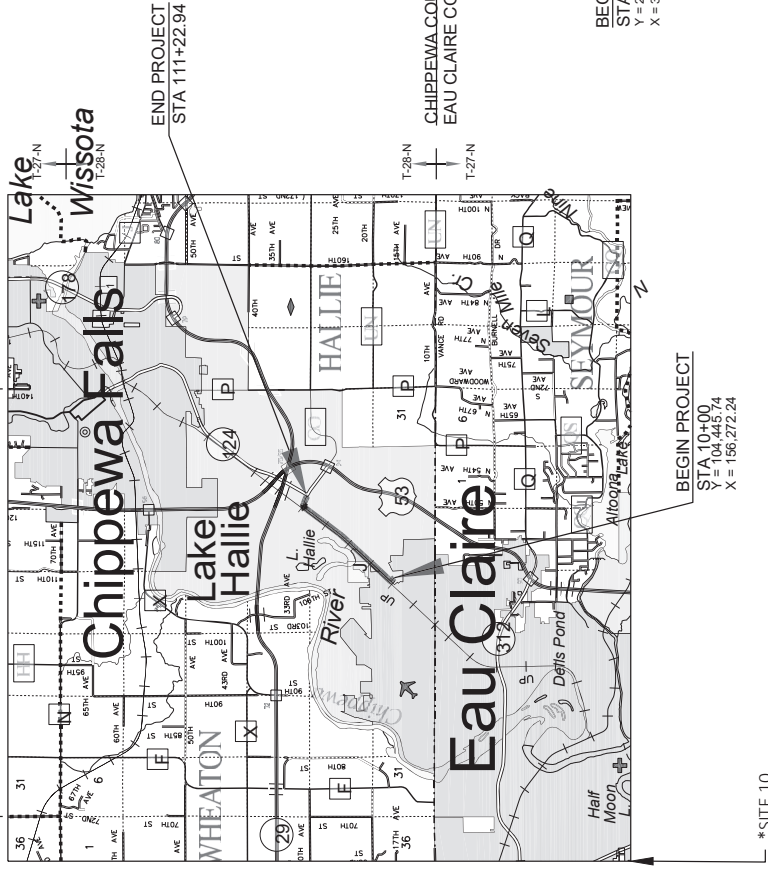
PROJECT NO: 1000-28-28	Hwy: NON HWY	COUNTY: NORTHWEST REGION WIDE	PROJECT OVERVIEW	SHEET 13	E
FILE NAME: C:\CADD\1000-01-PO.DWG	LAYOUT NAME: 04	DATE: 8/28/2024 11:52 AM	FLYBY: THAO, KOU	PLOT SCALE: 1:1	WISDOT/CADD SHEET 42



\*FUTURE WORK ORDER SITES, FOR INFORMATION ONLY

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 14  
August 29, 2024

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 15  
August 29, 2024



\*FUTURE WORK ORDER SITES, FOR INFORMATION ONLY

PROJECT NO: 1000-28-28  
FILE NAME: C:\CADD\1000-01-PO.DWG  
LAYOUT NAME: 06

HWY: NON HWY

COUNTY: NORTHWEST REGION WIDE

PROJECT OVERVIEW

FLYBY: THAO, IOU

PLOT SCALE: 1:1

WISDOT/CADD SHEET 42

SHEET 15

E

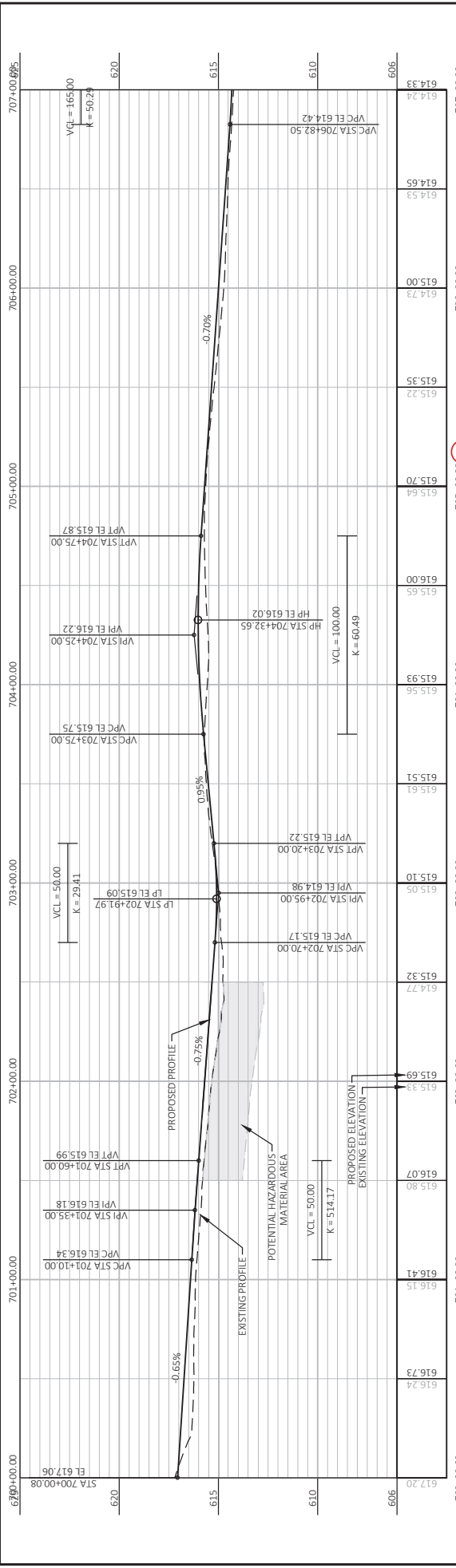
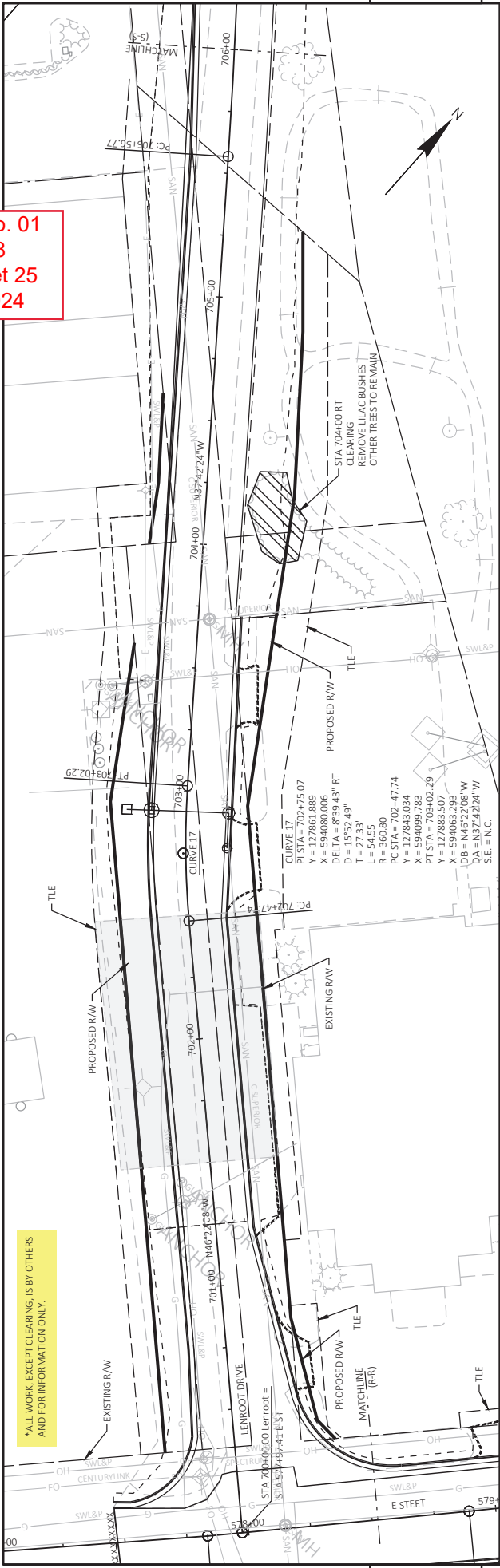
Addendum No. 01  
ID 1000-28-28  
Revised Sheet 23  
August 29, 2024

CATEGORY		STATION	TO	STATION	LOCATION	201.0105 CLEARING STA	REMARKS
0010				10+15 C	LT	1	SITE 1 (3 ID)
0010				14+15 H	RT	1	SITE 1 (6 ID)
0010				15+60 H	LT	1	SITE 1 (6 ID)
0010				10+87 M	RT	1	SITE 1 (4 ID)
0010		16+00 M	-	17+00 M	LT	1	SITE 1
0010		19+00 M	-	20+00 M	RT	1	SITE 1
0010				20+49 M	RT	1	SITE 1 (10 ID)
0010				21+46 M	LT	1	SITE 1 (3 ID)
0010				21+85 M	LT	1	SITE 1 (3 ID)
0010		23+00 M	-	24+00 M	LT	1	SITE 1
0010		158+00	-	167+00	RT	9	SITE 7
0010		167+00	-	174+00	LT & RT	7	SITE 7
0010		174+00	-	181+00	RT	7	SITE 7
0010		185+00	-	189+00	RT	4	SITE 7
0010		197+00	-	202+00	RT	5	SITE 7
0010		202+00	-	211+00	RT	9	SITE 7
0010		217+00	-	226+00	RT	9	SITE 7
0010		229+00	-	231+00	LT & RT	2	SITE 7
0010		236+00	-	240+00	LT & RT	4	SITE 7
0010		243+00	-	247+00	RT	4	SITE 7
0010		251+00	-	258+00	LT & RT	7	SITE 7
0010		258+00	-	266+00	RT	8	SITE 7
0010		266+00	-	272+00	LT & RT	6	SITE 7
0010		272+00	-	284+00	RT	12	SITE 7
0010		293+00	-	299+00	LT & RT	6	SITE 7
0010		299+00	-	306+50	RT	8	SITE 7
0010		306+50	-	315+00	RT	8	SITE 7
0010		318+00	-	320+00	LT	2	SITE 7
0010		328+00	-	330+00	RT	2	SITE 7
0010		330+00	-	332+00	LT & RT	2	SITE 7
0010		332+00	-	333+50	RT	2	SITE 7
0010		359+00	-	364+00	RT	5	SITE 7
0010		366+00	-	368+50	RT	3	SITE 7
0010		379+50	-	382+00	RT	3	SITE 7
0010		382+00	-	410+00	LT & RT	28	SITE 7
0010		411+00	-	413+00	LT	2	SITE 7
0010		416+00	-	421+00	RT	5	SITE 7
0010		421+00	-	428+00	LT & RT	7	SITE 7
0010		428+00	-	432+00	LT	4	SITE 7
0010		432+00	-	437+00	RT	5	SITE 7
0010		1069+00	-	1071+00	RT	2	SITE 12
TOTAL 0010						197	

SPV.0060.01 SPECIAL (01. SEMI- PERMANENT RESTORATION)					SPV.0060.03 SPECIAL (03. SHOULDER CLOSURE ON DIVIDED ROADWAY)				
CATEGORY	STATION	LOCATION	EACH	REMARKS	CATEGORY	STATION	LOCATION	REMARKS	
0010	PROJECT	STH 35	1	SITE 1	0010	PROJECT	STH 35	SITE 1	
0010	PROJECT	STH 93	1	SITE 7					
0010	PROJECT	STH 124	1	SITE 12					
		TOTAL 0010	3				TOTAL 0010	1	
SPV.0060.02 SPECIAL (02. WORK ON SHOULDER OR PARKING LANE UNDIVIDED ROADWAY)					SPV.0060.04 SPECIAL (04. LANE CLOSURE WITH FLAGGING OPERATION)				
CATEGORY	STATION	LOCATION		REMARKS	CATEGORY	STATION	LOCATION	REMARKS	
0010	PROJECT	STH 93	1	SITE 7	0010	PROJECT	STH 93	SITE 7	
0010	PROJECT	STH 124	1	SITE 12					
		TOTAL 0010	2				TOTAL 0010	1	

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 24  
August 29, 2024

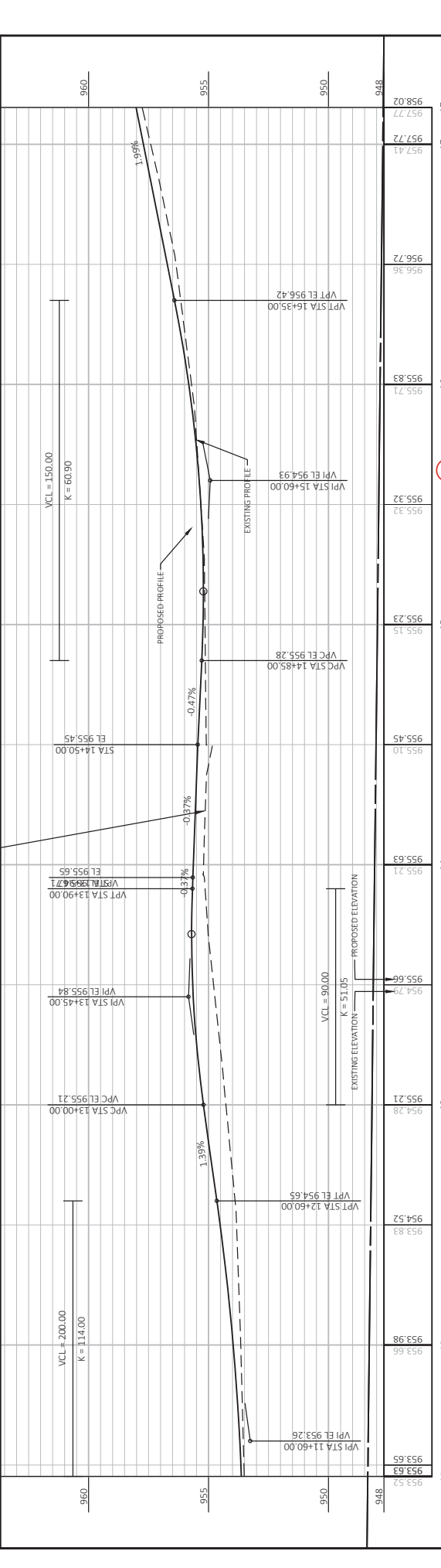
Addendum No. 01  
ID 1000-28-28  
Revised Sheet 25  
August 29, 2024



Plan view of the proposed 10' wide West Street extension from station 12+00 to 17+00. The drawing shows the street layout, including intersections with Brightspeed Communications, We Energies Gas, and City of Osseo Water. It also shows existing and proposed right-of-way (RW) lines, slope intercepts, and various utility structures like manholes and catch basins. Stationing is marked along the street, and various engineering notes and callouts are present.

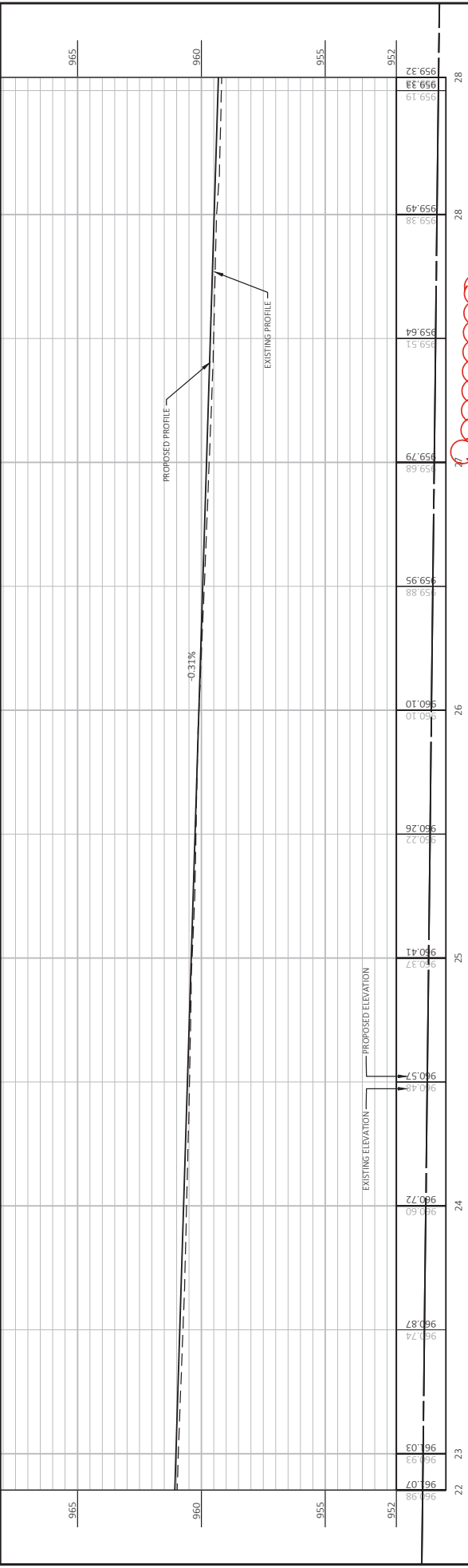
Key features and callouts include:

- Stationing:** STA 12+00, STA 13+00, STA 14+00, STA 15+00, STA 16+00, STA 17+00.
- Intersections:** Intersection with Brightspeed Communications, We Energies Gas, and City of Osseo Water.
- Right-of-Way (RW):** Existing RW and Proposed RW lines.
- Slope Intercept:** N87° 51' 42" E.
- Utility Structures:** Manholes, catch basins, and various underground utilities.
- Notes:** "ALL WORK, EXCEPT CLEARING, IS BY OTHERS AND FOR INFORMATION ONLY.", "CAUTION", "WE ENERGIES GAS", "CITY OF OSSEO WATER", "TRI-COUNTY COMM CO-OP", "BRIGHTSPEED COMMUNICATIONS", "STATION 12+00 - STA 13+00, RT CLEARING", "STATION 13+00 - STA 14+00, LT CLEARING", "STATION 14+00 - STA 15+00, RT CLEARING", "STATION 15+00 - STA 16+00, LT CLEARING", "STATION 16+00 - STA 17+00, RT CLEARING", "STATION 17+00 - STA 18+00, LT CLEARING", "STATION 18+00 - STA 19+00, RT CLEARING", "STATION 19+00 - STA 20+00, LT CLEARING", "STATION 20+00 - STA 21+00, RT CLEARING", "STATION 21+00 - STA 22+00, LT CLEARING", "STATION 22+00 - STA 23+00, RT CLEARING", "STATION 23+00 - STA 24+00, LT CLEARING", "STATION 24+00 - STA 25+00, RT CLEARING", "STATION 25+00 - STA 26+00, LT CLEARING", "STATION 26+00 - STA 27+00, RT CLEARING", "STATION 27+00 - STA 28+00, LT CLEARING", "STATION 28+00 - STA 29+00, RT CLEARING", "STATION 29+00 - STA 30+00, LT CLEARING", "STATION 30+00 - STA 31+00, RT CLEARING", "STATION 31+00 - 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11	12	13	14	15	16	17	17
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LAYOUT NAME - Sheet - (2)							

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PROJECT NO:	1000-28-28	HWY:	USH 10	COUNTY:	TREMPERALEAU	PLAN AND PROFILE:	MAINLINE - SITS (FOR INFORMATION ONLY)	SHEET	27	E
FILE NAME: X:\ZUWAT\WMTA\1675\15-FINAL\USGS\1-DRAWING\540-TRANSH\503\3SHEET\91\AN\SEC OF PLAN & PROFILE\050101_PP_127478 START.DWG PLOT DATE: 6/2/2024 3:16 PM PLOT BY: DEAN STODOLIA PLOT NAME: PLOT SCALE: 1 IN=40 FT LAYOUT NAME: 3-sheet - (4)										

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 28  
August 29, 2024



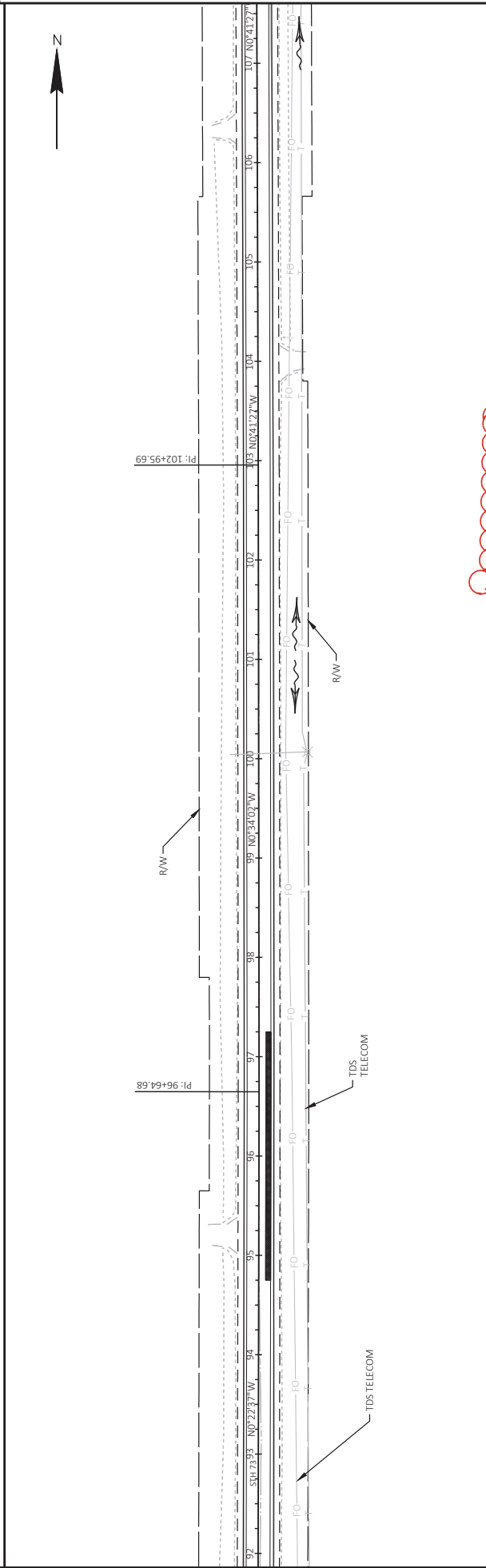
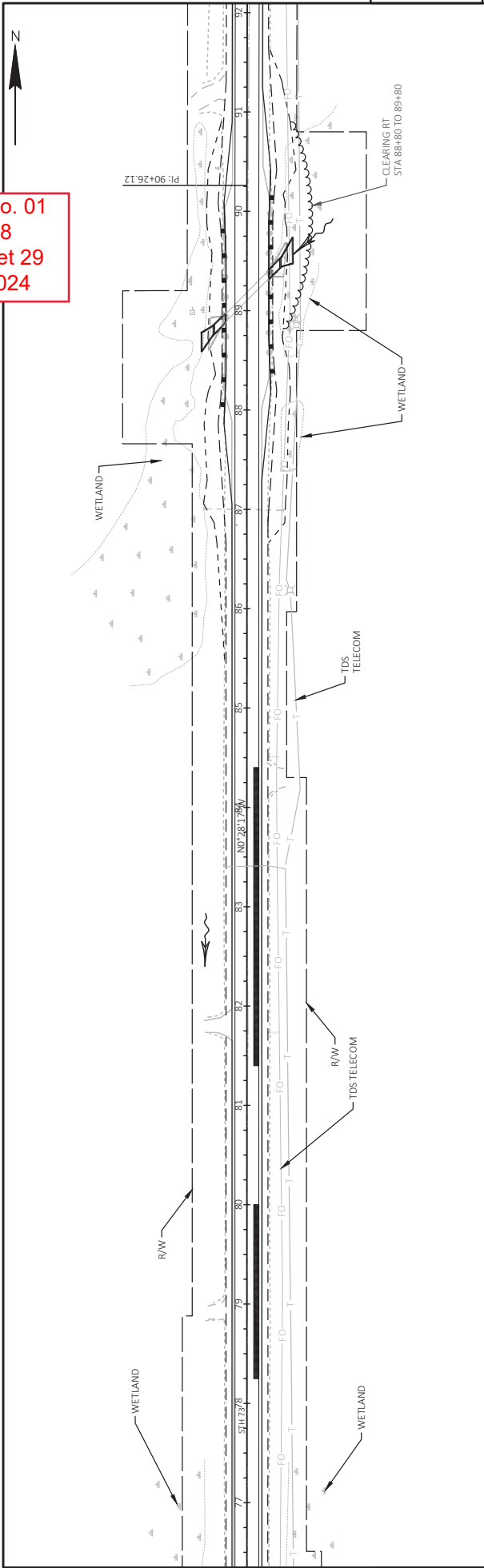
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PLOT SCALE: 1 IN:100 FT

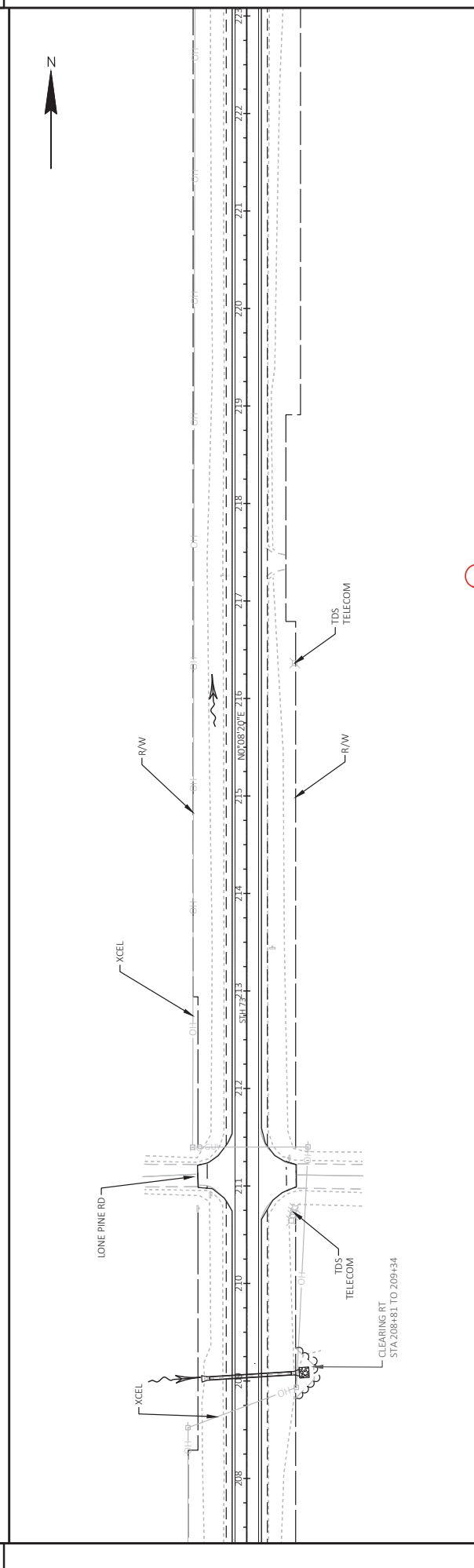
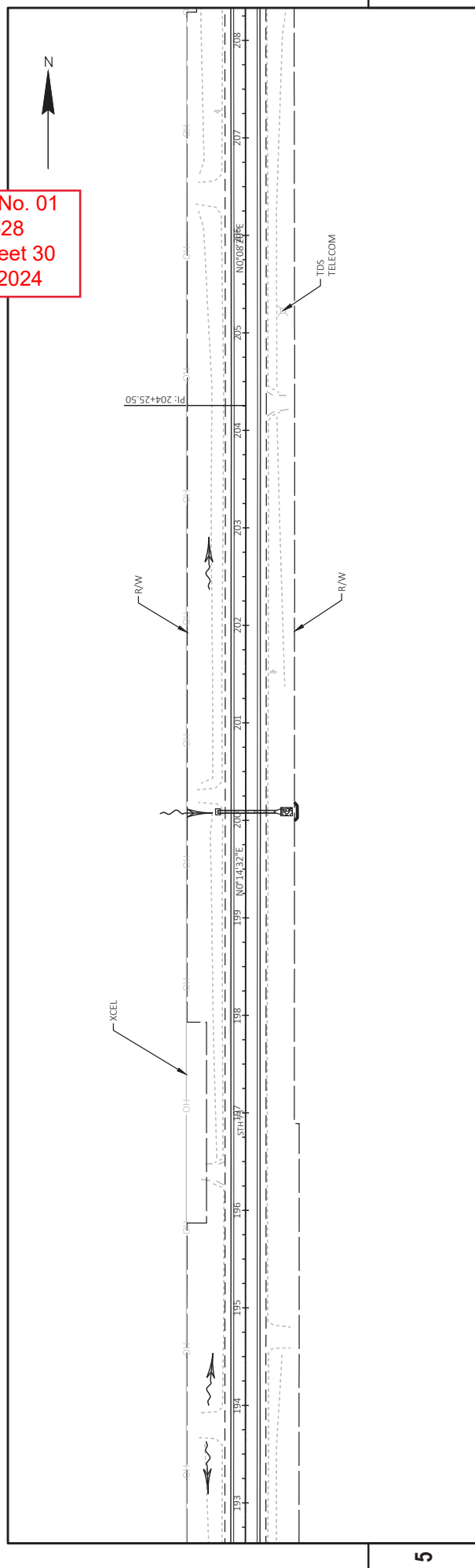
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Addendum No. 01  
ID 1000-28-28  
Revised Sheet 29  
August 29, 2024

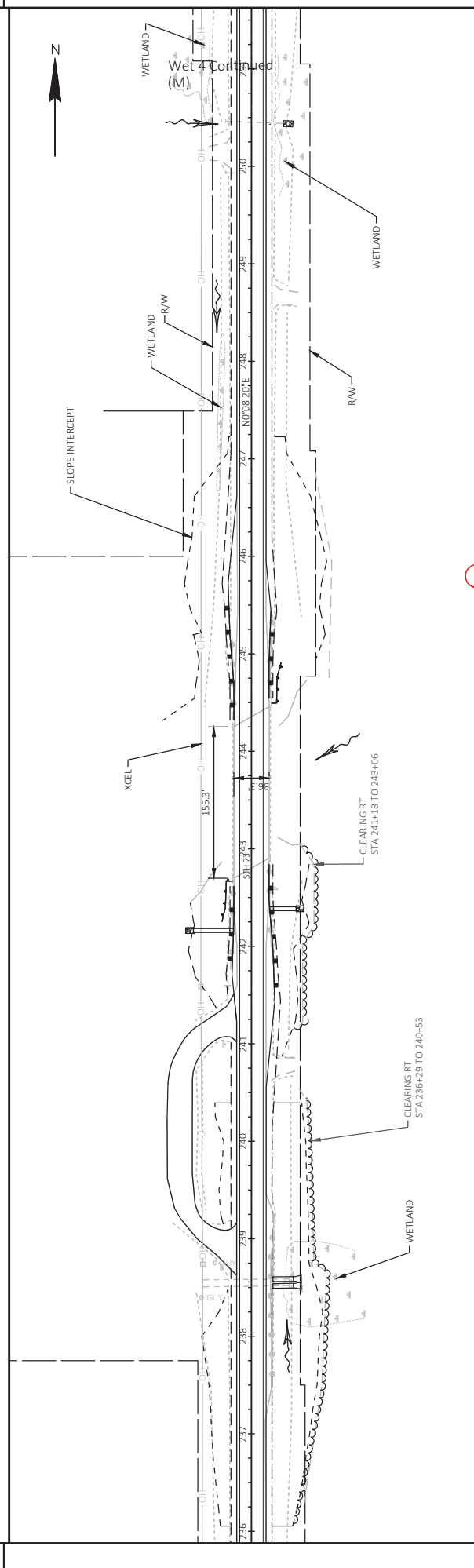
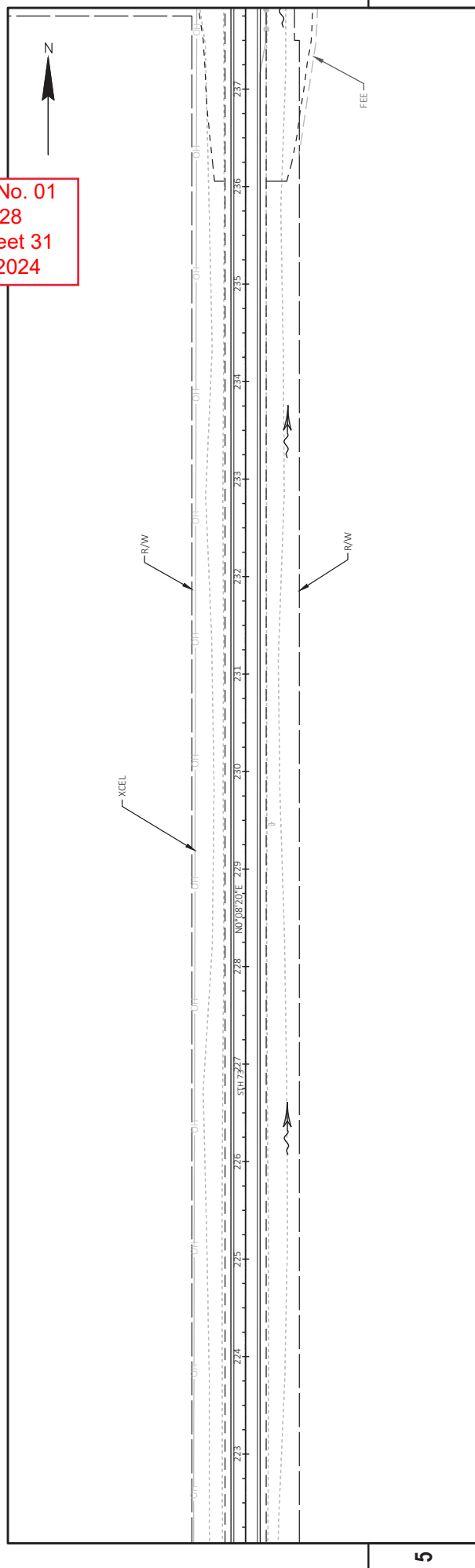


PROJECT NO: 1000-28-28	COUNTY: CLARK	PLAN DETAILS - SITE (FOR INFORMATION ONLY)	SHEET 29	E
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Addendum No. 01  
ID 1000-28-28  
Revised Sheet 30  
August 29, 2024



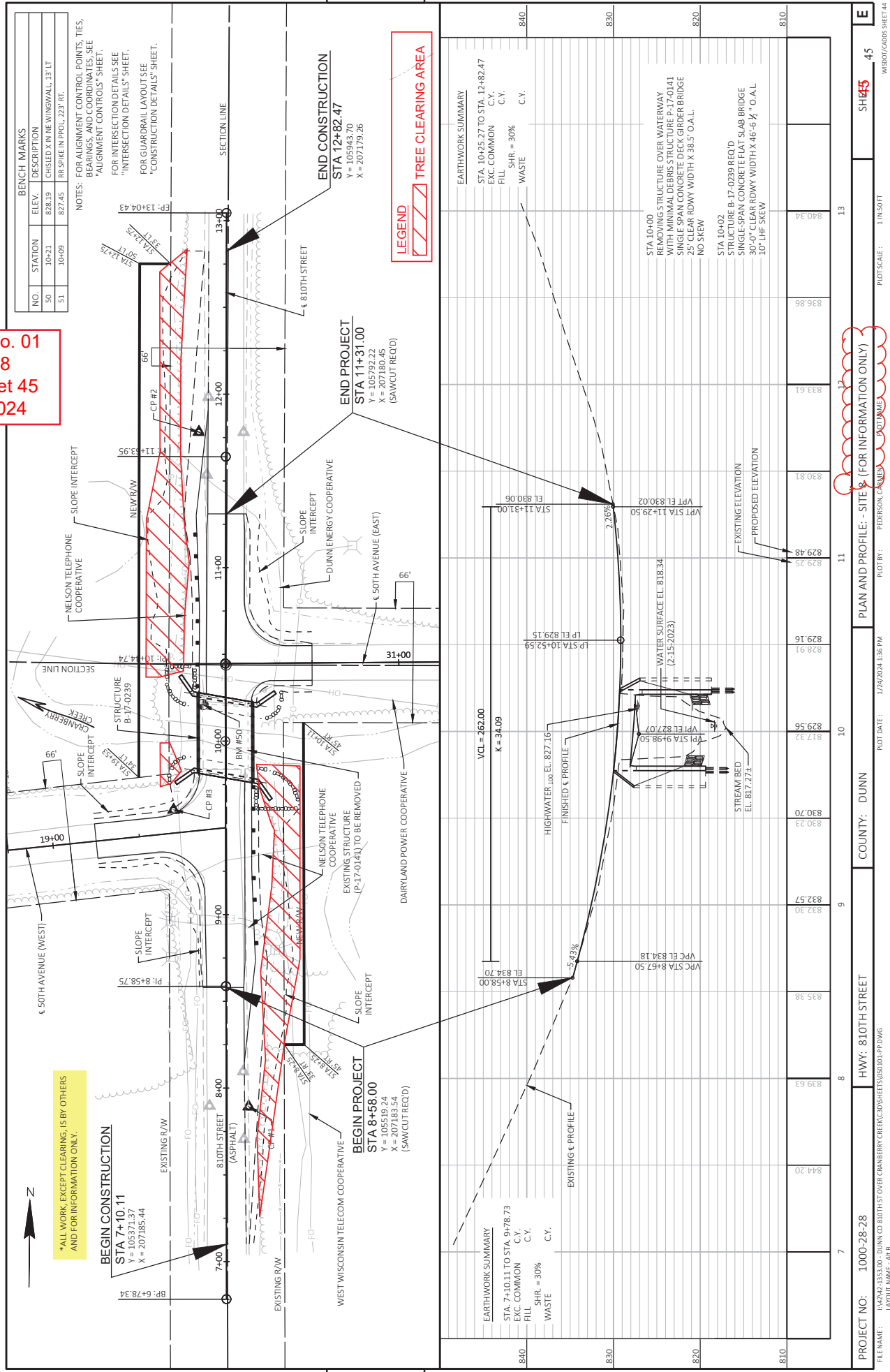
Addendum No. 01  
ID 1000-28-28  
Revised Sheet 31  
August 29, 2024



PROJECT NO:	1000-28-28	Hwy: STH 73	COUNTY: CLARK	PLAN DETAILS - SITE (FOR INFORMATION ONLY)	SHEET 31 OF 31
FILE NAME:	C:\CSO\705000\02\SHEETS\PLAND\22200-PD-BQCTREECLEARING.DWG LAYOUT NAME: - 1D_BZT				
PLOT DATE:	5/9/2024 1:11 PM		PLOT BY:	THAO NGUYEN	PLOT SCALE: 1 IN=100 FT
			PUG NAME:		WISDOT/CADDIS SHEET 44



Addendum No. 01  
ID 1000-28-28  
Revised Sheet 45  
August 29, 2024



\*ALL WORK, EXCEPT CLEARING, IS BY OTHERS  
AND FOR INFORMATION ONLY.

**\*ALL WORK, EXCEPT CLEARING, IS BY OTHERS  
AND FOR INFORMATION ONLY.**

BENCH MARKS			ELEV.
NO.	STA.	DESCRIPTION	
50	10+72	ALUM. CAP IN TOP OF NW WINGWALL, 13.5' LT.	1101.23
51	8+78	120 'D' SPIKE IN PPOL, 32.5' RT.	1103.04

NOTES:  
FOR ALIGNMENT CONTROL POINTS, TIES,  
BEARINGS, AND COORDINATES, SEE  
"ALIGNMENT CONTROLS" SHEET.

FOR GUARDRAIL LAYOUT AND  
PRIVATE ENTRANCE DETAILS, SEE  
"CONSTRUCTION DETAILS" SHEETS.

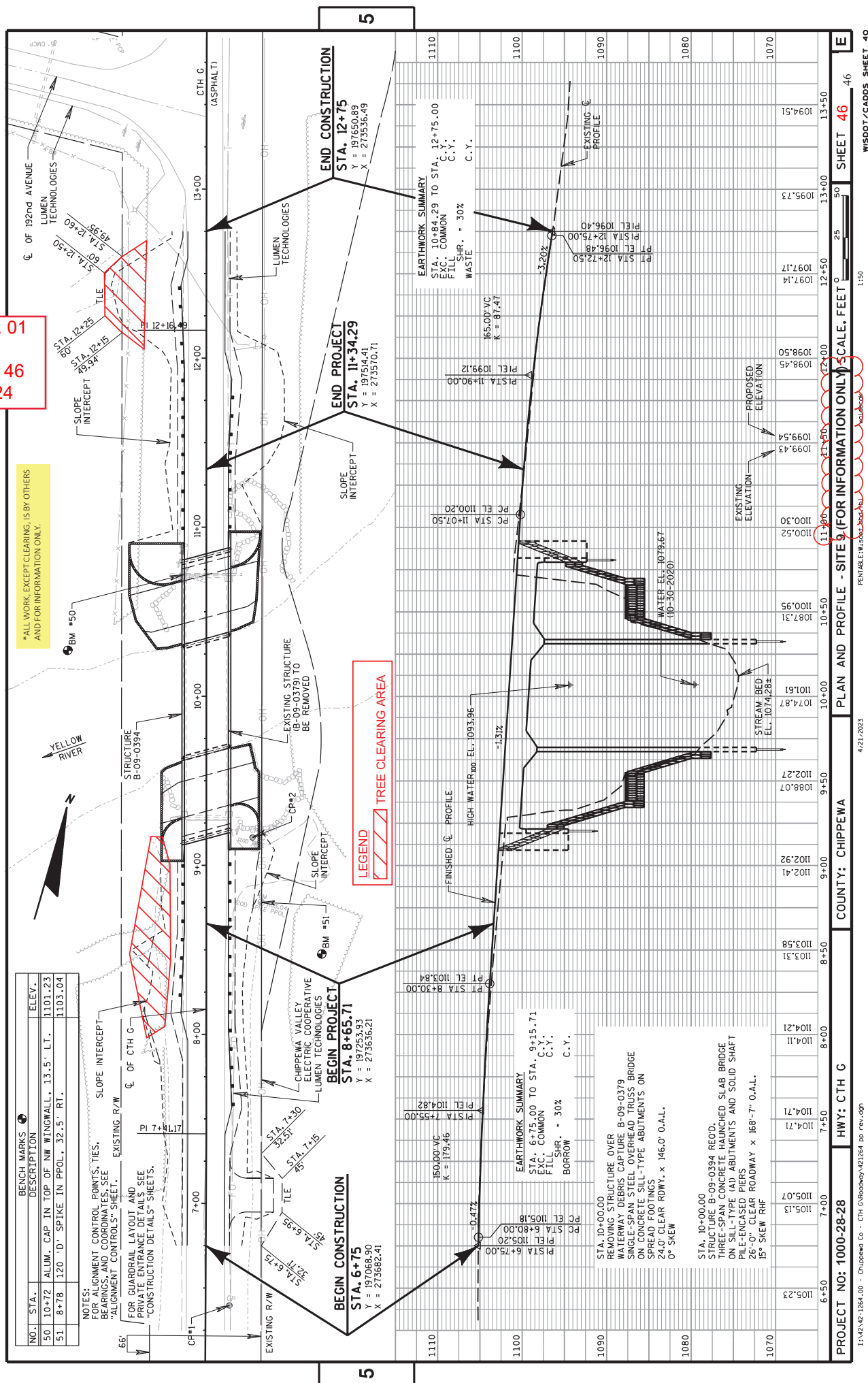
6' SLOPE INTERCEPT

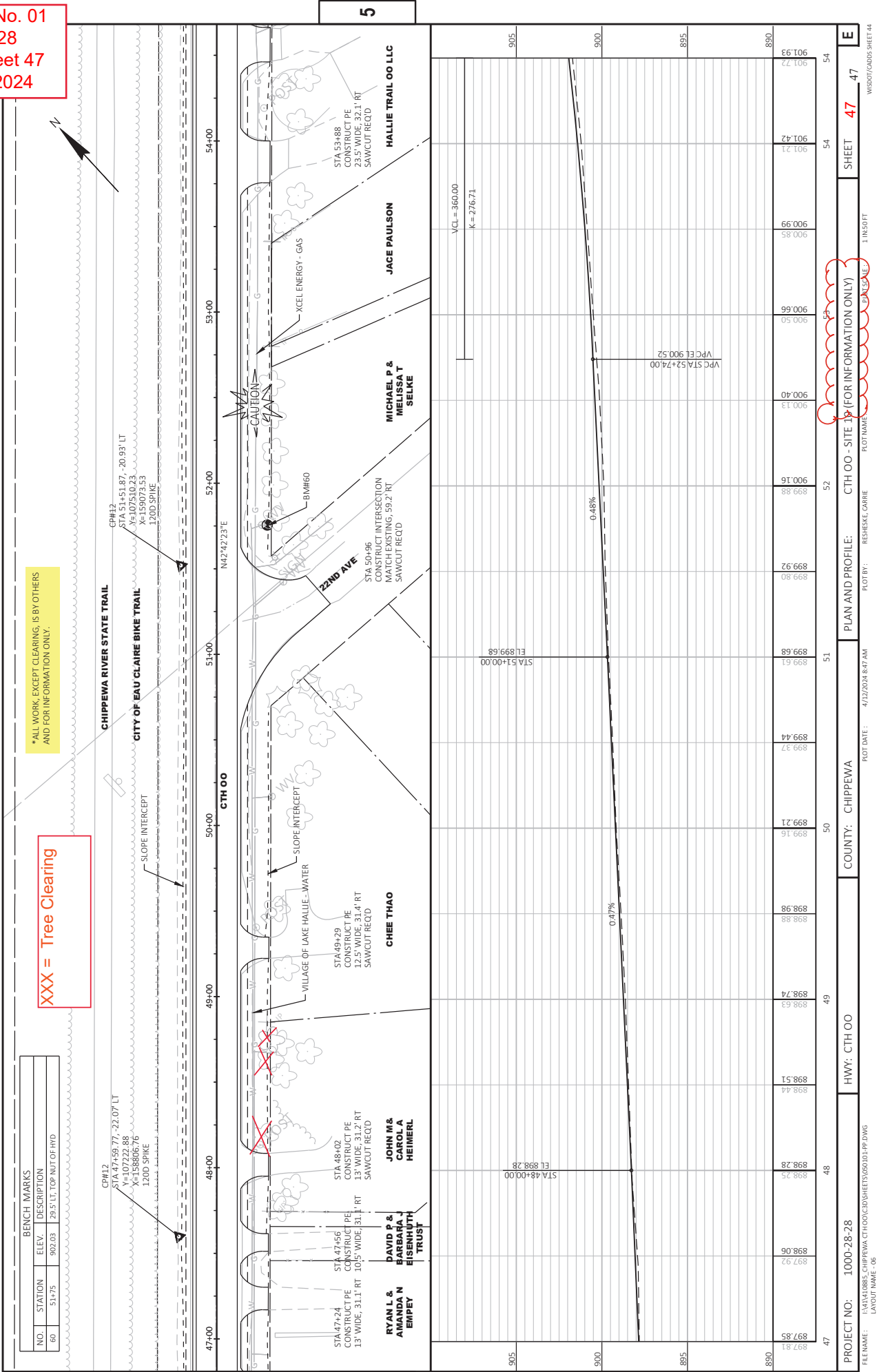
EXISTING R/W

C

P

C

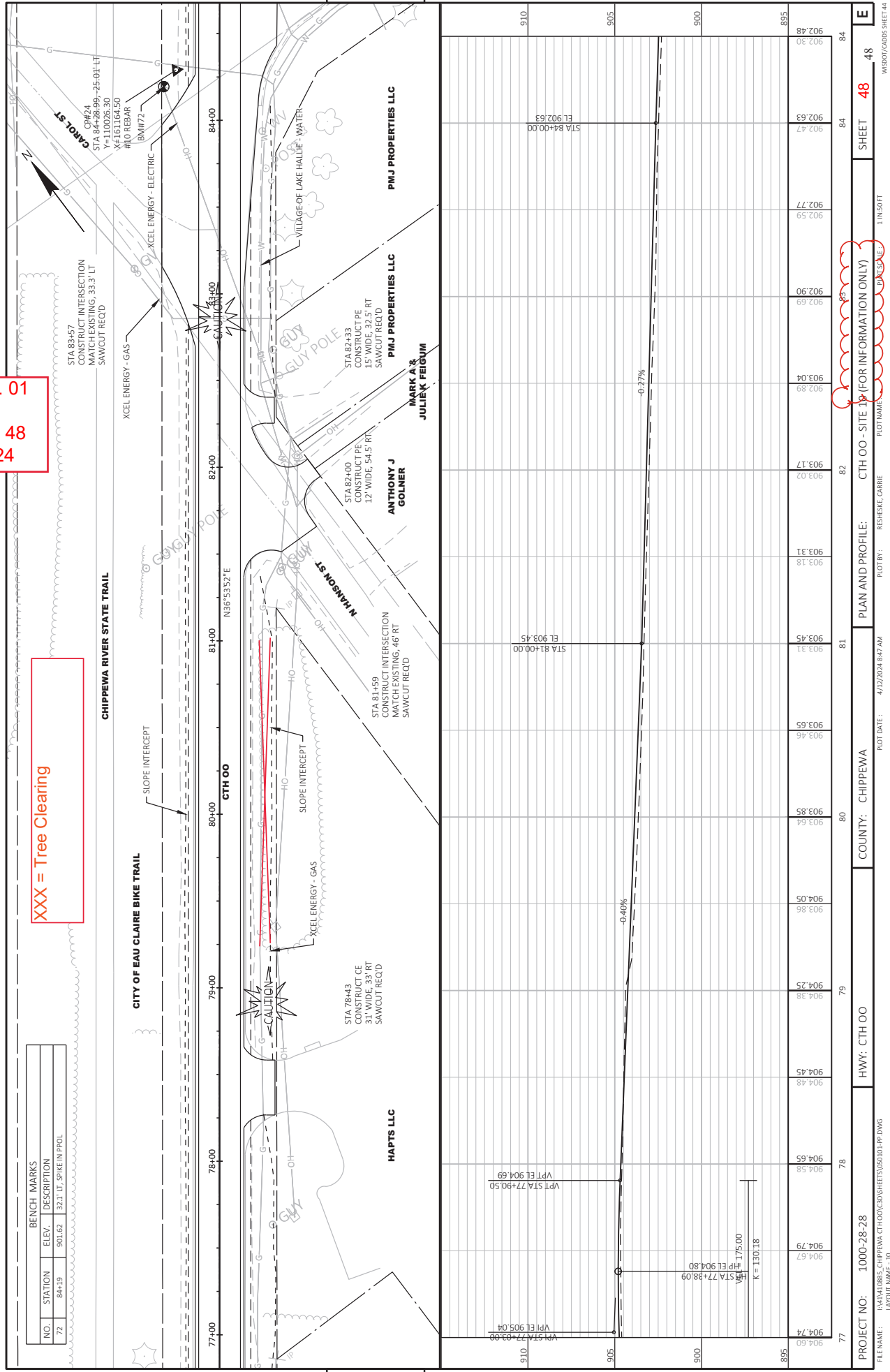




Addendum No. 01  
ID 1000-28-28  
Revised Sheet 48  
August 29, 2024

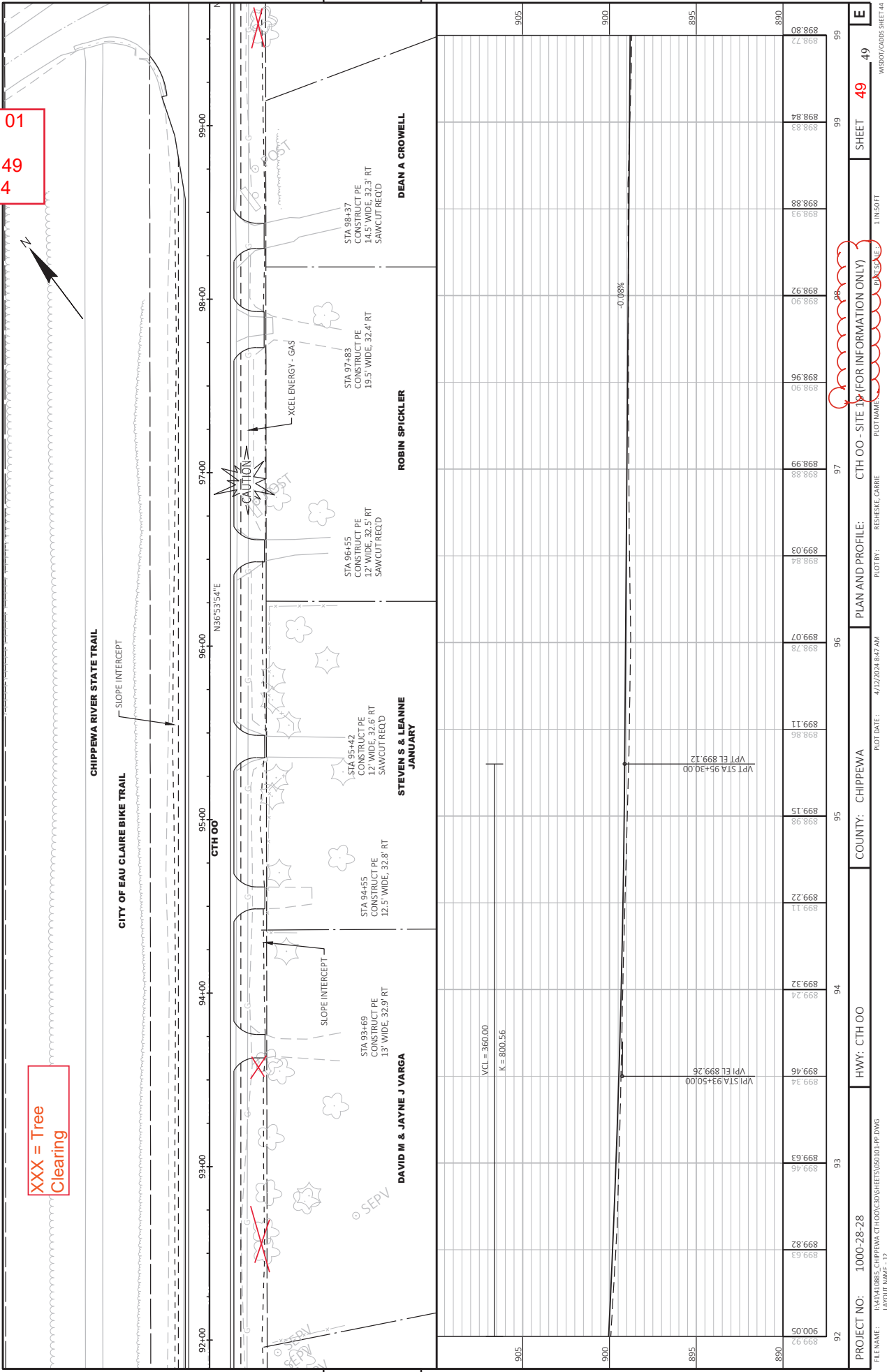
XXX = Tree Clearing

BENCH MARKS		
NO.	STATION	ELEV.
72	84+19	901.62
32.1' 15" SPIKE IN PPOL		



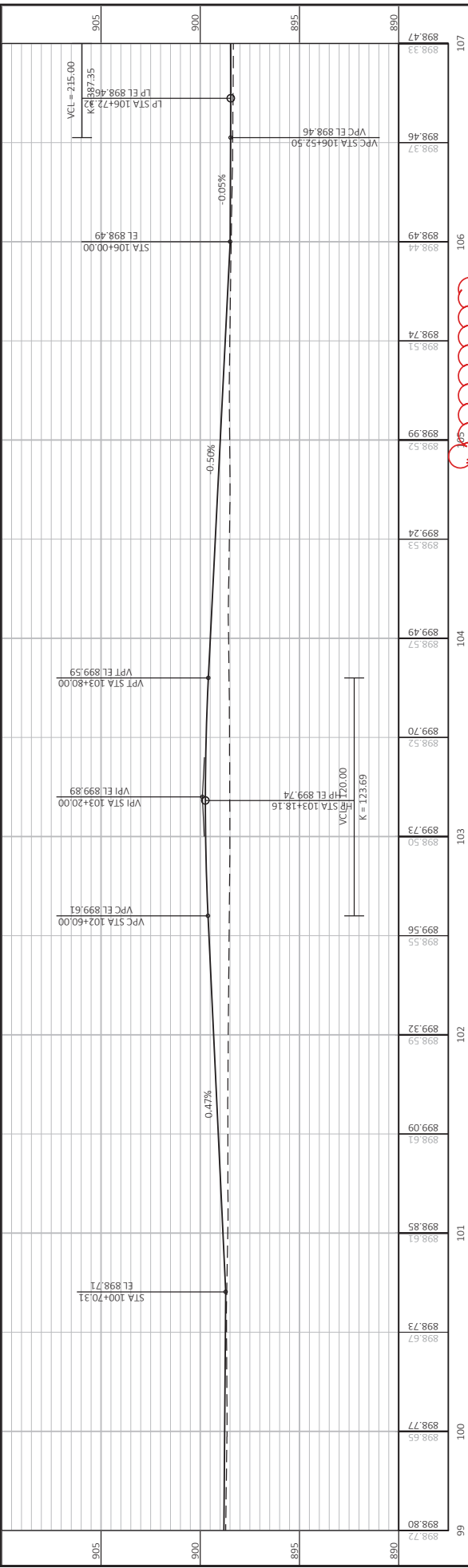
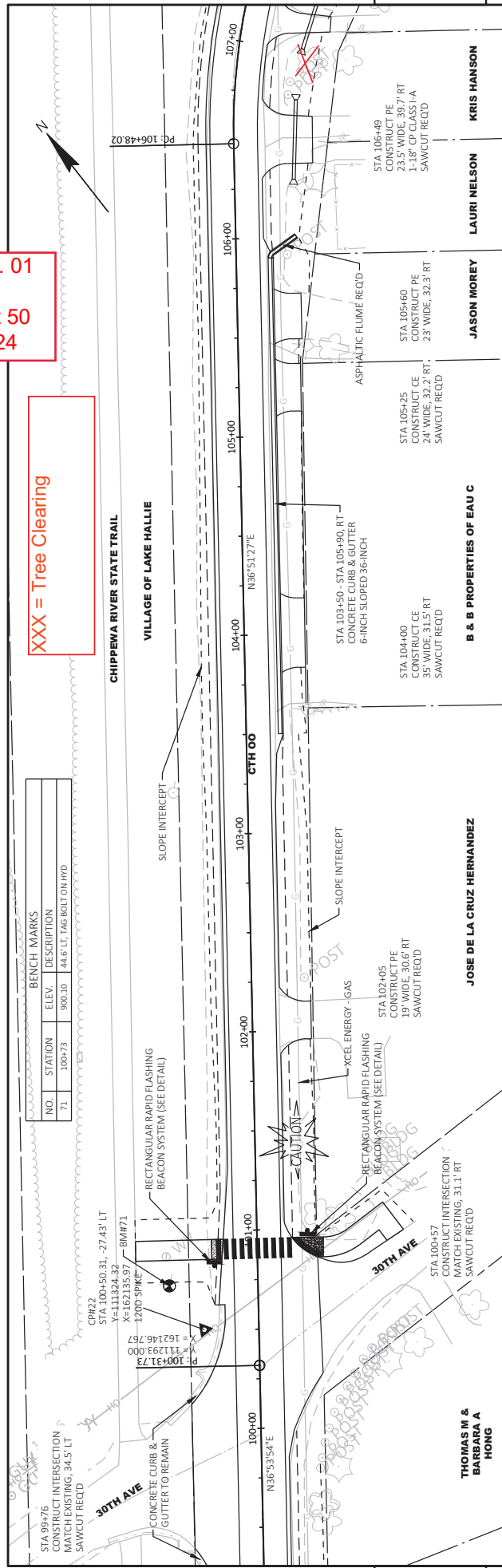
PROJECT NO: 1000-28-28		COUNTY: CHIPPEWA		PLAN AND PROFILE:		CTH 00 - SITE 13 (FOR INFORMATION ONLY)		SHEET 48		E	
FILE NAME: I:\161410885_CHIPPEWA CTH00\CD\SHEETS\050101.PP.DWG		LAYOUT NAME: 3D		PLOT DATE: 4/12/2024 8:47 AM		PLOT BY: RESHESKE, CARIE		PLOT NAME: 1 IN 50 FT		WISDOT/CADDS SHEET 44	

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 49  
August 29, 2024



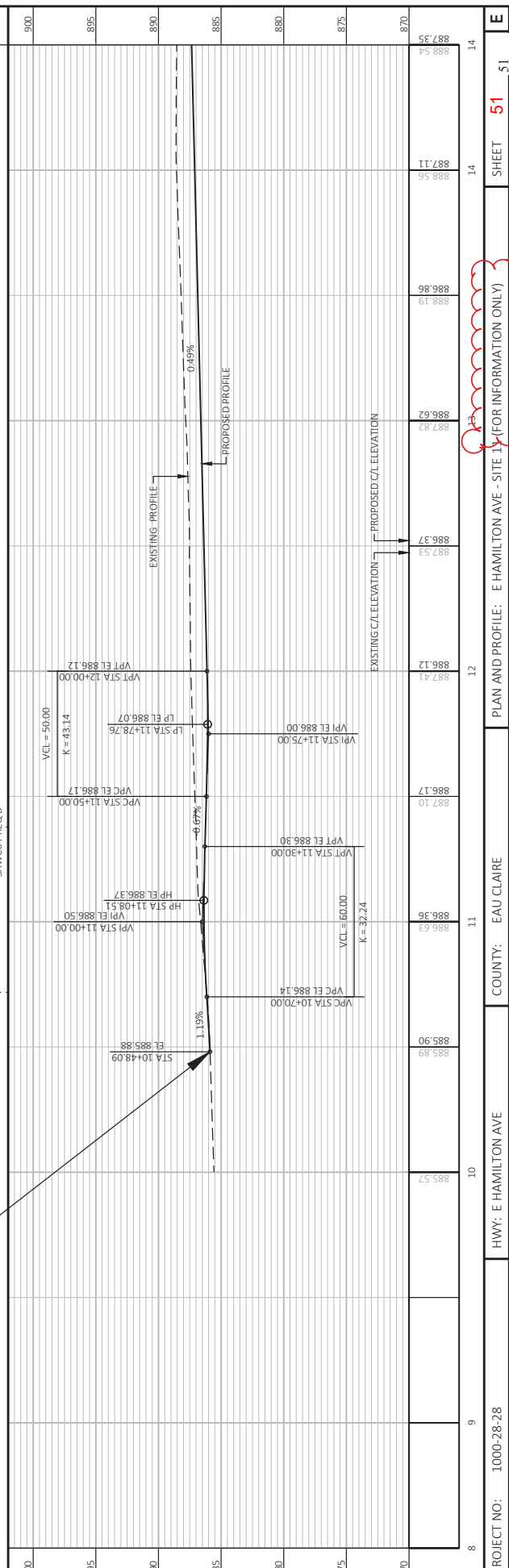
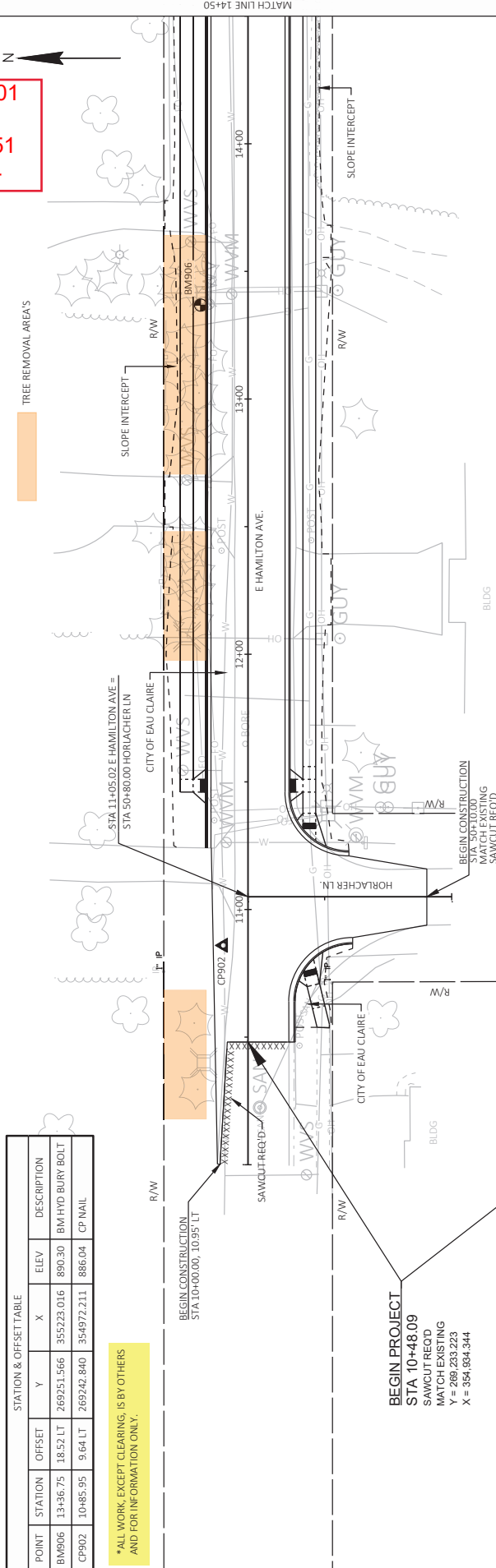
XXX = Tree Clearing

BENCH MARKS		
NO.	STATION	ELEV. DESCRIPTION
71	100+73	900.10 44.6' LT, TAG BOLT ON HYD



STATION & OFFSET TABLE						
POINT	STATION	OFFSET	Y	X	ELEV	DESCRIPTION
BM906	13+36.75	18.52 LT	269521.566	355223.016	890.30	BM HWD BURY BOLT
CP902	10+85.95	9.64 LT	269242.840	354972.211	886.04	CP NAIL

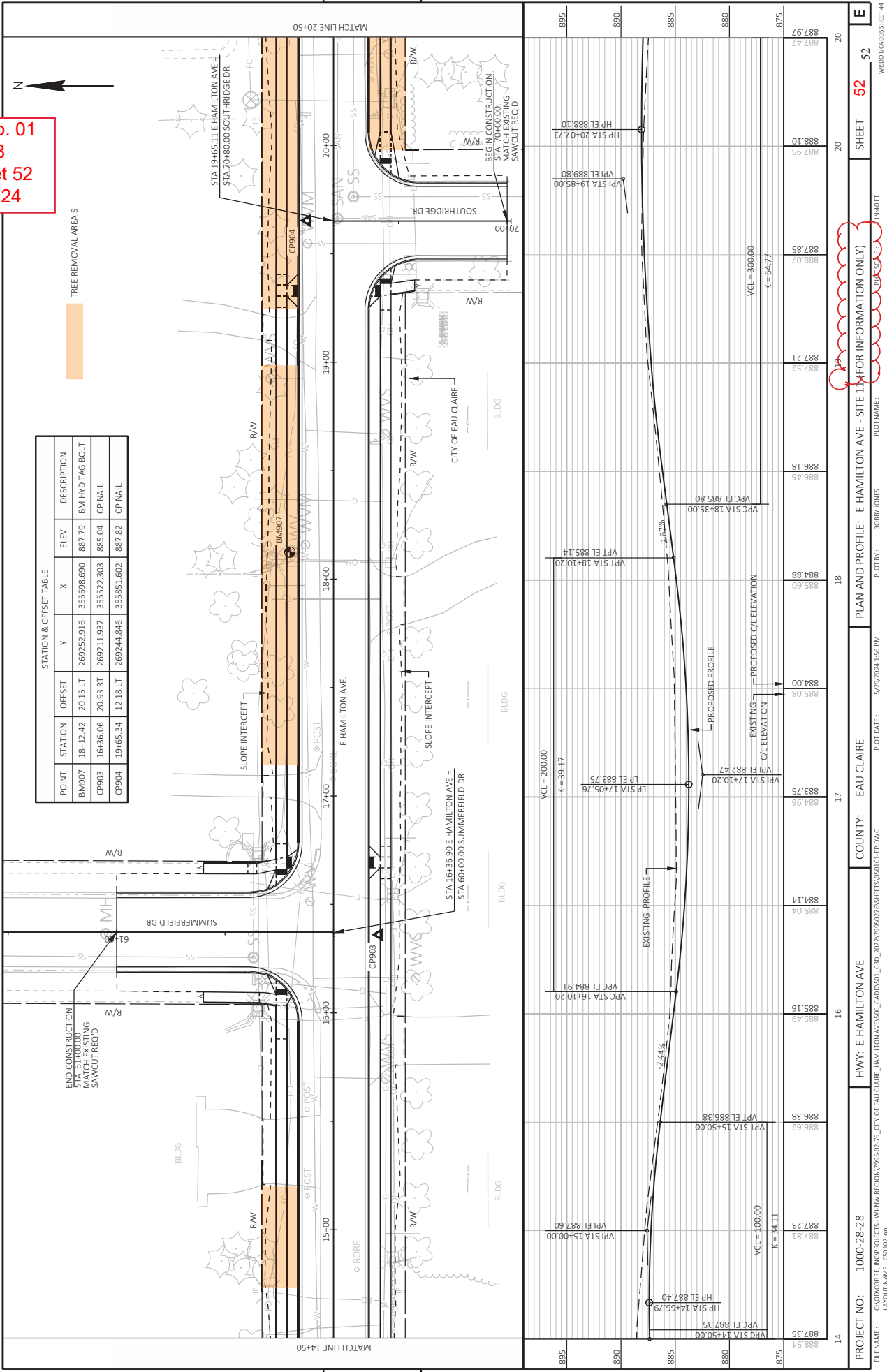
TREE REMOVAL AREA'S



PROJECT NO:	1000-28-28	HWY: E HAMILTON AVE	COUNTY: EAU CLAIRE	PLAN AND PROFILE: E HAMILTON AVE - SITE 1A FOR INFORMATION ONLY)	SHEET	51
LAYOUT NAME:	C:\MCGORRIS\INCPROFILES\WHAAM REGION\7995-02-25_CITY OF EAU CLAIRE_HAMILTON AVE\350_230_2420\79950276\SHEETS\050101-PP.DWG	PLOT DATE:	5/29/2024 1:36 PM	PLOT BY:	BOBBY JONES	E
				PLOT NAME:	E.HAMILTON AVE - IN40.FLT	

WISDOT/CADD SHEET 44

Addendum No. 01  
ID 1000-28-28  
Revised Sheet 52  
August 29, 2024







## Proposal Schedule of Items

Page 1 of 1

Proposal ID: 20240910021 Project(s): 1000-28-28

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	197.000 STA	_____.	_____.
0004	213.0100 Finishing Roadway (project) 01. 1000-28-28	1.000 EACH	_____.	_____.
0006	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1000-28-28	1.000 EACH	_____.	_____.
0008	SPV.0060 Special 01. Semi-Permanent Restoration	3.000 EACH	_____.	_____.
0010	SPV.0060 Special 02. Work On Shoulder or Parking Lane	2.000 EACH	_____.	_____.
0012	SPV.0060 Special 03. Shoulder Closure On Divided Highway	1.000 EACH	_____.	_____.
0014	SPV.0060 Special 04. Lane Closure With Flagging Operations	1.000 EACH	_____.	_____.
0016	SPV.0060 Special 05. Mobilization Site	3.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.