

HIGHWAY WORK PROPOSAL

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

Proposal Number: **015**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
3742-03-70	N/A	Ser Tree Clearing Project, Various Ser Counties	VAR HWY	Southeast Region Wide

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: September 9, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time May 01, 2026	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Clearing, Erosion Control, Traffic Control and Restoration.	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

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

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

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

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

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

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

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

B Waiver of Electronic Submittal

- (1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.
- (2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a \$75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."
- (3) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
 2. The bidder fails to pay the \$75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the \$75.
 3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.
- (4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

Proposal Number	Project Number	Letting Date
Name of Principal		
Name of Surety	State in Which Surety is Organized	

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the Proposal Guaranty for the total bid submitted for the payment to be made; we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of this obligation is that the Principal has submitted a bid proposal to the State of Wisconsin acting through the Department of Transportation for the improvement designated by the Proposal Number and Letting Date indicated above.

If the Principal is awarded the contract and, within the time and manner required by law after the prescribed forms are presented for signature, enters into a written contract in accordance with the bid, and files the bond with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract or give the specified bond, the Principal shall pay to the Department of Transportation **within 10 business days of demand** a total equal to the Proposal Guaranty as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed this date: **(DATE MUST BE ENTERED)**

PRINCIPAL

(Company Name) **(Affix Corporate Seal)**

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Notary Seal

(Name of Surety) **(Affix Seal)**

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Notary Seal

IMPORTANT: A certified copy of Power of Attorney of the signatory agent must be attached to the bid bond.

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

Time Period Valid (From/To)	
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation

This is to certify that an annual bid bond issued by the above-named Surety is currently on file with the Wisconsin Department of Transportation.

This certificate is issued as a matter of information and conveys no rights upon the certificate holder and does not amend, extend or alter the coverage of the annual bid bond.

Cancellation: Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above.

(Signature of Authorized Contractor Representative)

(Date)

LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

[illegible]

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 3742-03-70, Southeast Region Tree Clearing Project, Various Counties, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 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 (20250108)

Bidding Information

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

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

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

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

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

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

2. Scope of Work.

The work under this contract shall consist of tree clearing, erosion control, traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Waiving Bidder Prequalification

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

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

Definitions

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

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

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

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

Contract Description

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

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

Estimated Quantities

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

Bid Item	Unit	Current Contract Amount	Minimum	Maximum
201.0105	STA	454	400	600
201.0120	ID	655	590	840

See plans for additional estimated bid item quantities.

Contract Schedule

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

Anticipated first work order: October 16, 2025.

Anticipated second work order: December 1, 2025.

Additional work orders will not be issued after March 1, 2026.

5. Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to do so.

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notification to proceed within 10 calendar days before the approved start date.

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

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

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

Complete all tree cutting by March 14, 2026. Other operations, such as removing trees from clear zone, stacking or hauling away cleared trees, or removing traffic control or erosion control devices may take place after March 14, 2026. Tree cutting on Site 3 must be complete prior to February 1, 2026.

Interim Completion and Liquidated Damages – Tree Cutting: March 14, 2026

Complete all tree cutting by March 14, 2026.

If the contractor fails to complete all tree cutting by March 14, 2026, the department will assess the contractor \$2000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on March 14, 2026. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

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

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

Coordination

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

SITE	SOURCE WISDOT PROJECT ID	COUNTY	HIGHWAY
1	1090-03-77	WALWORTH	STH 20
3	1090-39-70	WAUKESHA	IH 43
4	1228-09-77	MILWAUKEE	IH 43
5	1380-02-71	OZAUKEE	STH 167
6	2030-10-71	MILWAUKEE	STH 100
7	2040-21-70	MILWAUKEE	USH 45
8	2290-25-70	RACINE	STH 38
9	2290-26-70	RACINE	STH 38
10	2310-09-71	WASHINGTON	STH 60
13	2395-07-71	MILWAUKEE	LOCAL STREET
14	2410-10-70	MILWAUKEE	STH 59
15	2410-15-70	MILWAUKEE	LOCAL STREET
16	2475-04-71	WASHINGTON	STH 145
17	2475-08-71	WASHINGTON	STH 145
20	2720-09-71	WAUKESHA	LOCAL STREET
22	2729-07-70	OZAUKEE	STH 181
23	3390-08-70	WALWORTH	STH 89
24	3751-03-70	KENOSHA	LOCAL STREET
25	3846-00-74	WALWORTH	LOCAL STREET
28	4823-07-72	WASHINGTON	LOCAL STREET
30	2010-03-72	MILWAUKEE	STH 175

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

Fish Spawning

Site 3

There shall be no instream disturbance of the Fox River as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of the 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 6

There shall be no instream disturbances of Menomonee River at Station 126+00 as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of native game fish.

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 13

There shall be no instream disturbances of Miner Creek at Station 105+00 as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of native game fish.

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 20

There shall be no instream disturbances of Butler Ditch at Station 10+00 as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of native game fish.

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 28

There shall be no instream disturbances of Stoffel Creek at Station 10+00 as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of native game fish.

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 30

There shall be no in-stream disturbance to the Little Menomonee River at any time.

Protection of Endangered Bats (Tree Clearing)

Federally protected bats 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 15 to October 31, both dates inclusive.

To avoid adverse impacts upon protected bats, no tree clearing is allowed between April 15 and October 31, both dates inclusive. If the required tree clearing is not completed by April 14, 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.

Due to potential for erosion, do not perform grubbing operations at the time of tree clearing unless grading activities will commence in those areas immediately following the tree clearing, or as otherwise approved by the engineer. Provide information for the grubbing and grading activities, including the schedule of operations, in the Erosion Control Implementation Plan (ECIP).

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

Rusty Patched Bumblebee (*Bombus affinis*)

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

Site 24

No ground disturbance is allowed outside the roadway, shoulder, and manicured lawn areas. All clearing outside these locations must be by hand or cleared in an alternative manner that does not disturb the ground. Store logs for subsequent roadway project to remove. If any branches, brush, or logs can be carried out and removed by hand or with equipment that lifts the debris and does not drag, they shall be removed but cannot be removed by any means that would disturb the ground. If logs cannot be removed by hand or using equipment from the roadway shoulder or manicured lawn areas, leave the logs where they are felled within WisDOT right-of-way, outside the roadway clear zone, and outside wetlands, waterways, ditches and other sensitive environmental areas. If a tree is felled within these sensitive areas, make every effort to remove the tree at the time it is felled. If trees cannot be removed at that time, the subsequent roadway project will remove the tree.

Winter Maintenance

Site 3

Contractor shall keep all traffic control devices stored off of the outside shoulder edge to avoid snow removal conflicts during winter snow events. Provide the Waukesha County Sheriff's Department, the Wisconsin State Patrol, Village of Big Bend and Mukwonago Police Department and the project engineer a 24-hour emergency contact number with which the contractor can be contacted in the event a safety hazard develops.

Site 4

Contractor shall keep all traffic control devices stored off of the outside shoulder edge to avoid snow removal conflicts during winter snow events. Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, Milwaukee Police Department and the project engineer a 24-hour emergency contact number with which the contractor can be contacted in the event a safety hazard develops.

Site 6

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

6. Lane Rental Fee Assessment

A General

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

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

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

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent

projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

B Lane Rental Fee Assessment

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

Site 4 – 4th St and 5th St Lane Closures Extending into Weekday and Weekend Peak Hours

- 2 lanes to 1 lane: \$1,000 per lane, per direction of travel, per hour broken into 15 minute increments

Site 6 – STH 100 Lane Closures Extending into Weekday Peak Hours

- 3 lanes to 2 lanes: \$1,000 per lane, per direction of travel, per hour broken into 15 minute increments

Site 14 – STH 59 Lane Closures Extending into Weekday Peak Hours

- 2 lanes to 1 lane: \$1,000 per lane, per direction of travel, per hour broken into 15 minute increments

Site 15 – National Ave Lane Closures Extending into Weekday Peak Hours

- 2 lanes to 1 lane: \$1,000 per lane, per direction of travel, per hour broken into 15 minute increments

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

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

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

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

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

stp-108-070 (20161130)

7. Traffic

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

Railroad

Except for railroad crossing DOT # 387916H where STSP 107-026 applies: Do not place any items within 50-feet of the railroad right-of-way, including items that could foul the same area. Including but not limited to signing, equipment, or material. This includes at-grade crossings and structures with RR under or over. If this is not adhered to Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

Site 3

Supplement standard spec 643.3.1 with the following:

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

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

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

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

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

SER-643-001 (20230214)

Schedule of Operations

The work under this contract is to be completed using shoulder closures along IH 43 NB, IH 43 SB, IH 43 NB on ramp from STH 83, IH 43 NB off ramp to STH 164, IH 43 NB on ramp from STH 164, IH 43 SB off ramp to STH 164, IH 43 SB on ramp from STH 164, IH 43 SB off ramp to STH 83, STH 164 and Woodland Lane. Keep the freeways and all service ramps open to traffic at all times for the duration of this project. Do not close freeway lanes or service ramps at any time. There are no restriction times for shoulder closures.

Site 4

Supplement standard spec 643.3.1 with the following:

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

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

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

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

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

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

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

General

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

Schedule of Operations – Traffic Control

The work under this contract is to be completed using shoulder, off-peak lane closures and service ramp closures at the IH 43 & Becher Street interchange. Perform clearing and provide traffic control as shown and described in the plans. Only close the portion of the shoulder and SB outside lane for the amount of work that can be completed within that day's operations. Traffic control devices shall be either removed from the shoulder daily or stored off the shoulder edge to avoid snow removal conflicts.

Ramp Work Restrictions

Definitions

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

Service Ramps Freeway to/from local road ramps

Service Ramp Closure Hours

9:00 AM – 3:00 PM Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday

Service Ramp Closures

All entrance and exit ramps shall be posted seven business days in advance of their closure with dates and time of closure.

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

Definitions – Local Road Work Restrictions

The following definitions apply to the contract for work restrictions, unless stated otherwise in this article for specific areas of work:

Local Street Closure Restrictions

Definitions

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

Peak Hours

6:00 AM – 9:00 AM	Monday, Tuesday, Wednesday, Thursday, Friday
3:00 PM – 7:00 PM	Monday, Tuesday, Wednesday, Thursday, Friday
11:00 AM – 8:00 PM	Saturday
1:00 PM – 5:00 PM	Sunday

Off Peak Hours

9:00 AM – 3:00 PM	Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
7:00 PM – 11:00 AM	Friday PM to Saturday AM
8:00 PM – 1:00 PM	Saturday PM to Sunday PM
5:00 PM – 6:00 AM	Sunday PM to Monday AM

Full Local Road Closure Hours

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

Local Road Work Restrictions – General

Do not close travel lanes or turn lanes during Peak Hours. Only shoulders and parking lanes may be closed during Peak Hours.

Travel lanes and turn lanes may be closed during Off-Peak Hours. At least one travel lane in each direction shall be maintained at all times during Off-Peak Hours, except as allowed during full closures

Site 6

General

A single lane closure in accordance with WisDOT standard detail drawing “Traffic Control, Single Lane Closure, non Freeway/Expressway” may be used during non-peak hours.

Notify the engineer, Wisconsin State Patrol, Milwaukee County Sheriff Department, Wauwatosa Police Department and Wauwatosa fire department 48 hours prior to all traffic control changes.

Use flaggers, signs, and barricades as necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict local traffic.

Work Zone Ingress/Egress

Locations of work zone ingress and/or egress for construction vehicles is subject to approval from the engineer. All construction vehicles shall yield to through traffic at all locations. Ensure that proper signage is established indicating no through traffic is permitted to deter traffic from entering the work zone through designated ingress/egress locations.

The Oak Leaf Trail crossing of STH 100 along the Menomonee River Parkway will remain open at all times during construction. Coordinate construction activities to avoid impacts to the users of the Oak Leaf Trail.

Work Restrictions

Peak Hours

M-Fr: 6:00 AM – 9:00 AM and 3:00 PM – 5:00 PM

Site 7

General

Provide the Engineer and the Franklin Police Department with a 24-hour emergency contact number for when traffic control maintenance is required.

Maintain the existing number of lanes in each direction on USH 45 at all times unless otherwise approved by the engineer.

Do not park or store equipment, contractor's and personal vehicles or construction materials within the clear zone or on any roadway carrying traffic during working and non-working hours except at locations and periods of time approved by the engineer.

Site 14

General

A single lane closure in accordance with WisDOT standard detail drawing “Traffic Control, Single Lane Closure, non Freeway/Expressway” or a shoulder closure in accordance with WisDOT standard detail drawing “Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway” may be used during non-peak hours.

Notify the engineer, Wisconsin State Patrol, Milwaukee County Sheriff Department, Milwaukee Police Department and Milwaukee Fire Department 48 hours prior to all traffic control changes.

Use flaggers, signs, and barricades as necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict local traffic.

Work Zone Ingress/Egress

Locations of work zone ingress and/or egress for construction vehicles is subject to approval from the engineer. All construction vehicles shall yield to through traffic at all locations. Ensure that proper signage is established indicating no through traffic is permitted to deter traffic from entering the work zone through designated ingress/egress locations.

Work Restrictions

Peak Hours

M-Fr: 6:00 AM – 9:00 AM and 3:00 PM – 5:00 PM

Site 15

General

A single lane closure in accordance with WisDOT standard detail drawing “Traffic Control, Single Lane Closure, non Freeway/Expressway” or a shoulder closure in accordance with WisDOT standard detail drawing “Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway” may be used during non-peak hours.

Notify the engineer, Wisconsin State Patrol, Milwaukee County Sheriff Department, West Allis Police Department and West Allis Fire Department 48 hours prior to all traffic control changes.

Use flaggers, signs, and barricades as necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict local traffic.

Work Zone Ingress/Egress

Locations of work zone ingress and/or egress for construction vehicles is subject to approval from the engineer. All construction vehicles shall yield to through traffic at all locations. Ensure that proper signage is established indicating no through traffic is permitted to enter traffic from entering the work zone through designated ingress/egress locations.

Work Restrictions

Peak Hours

M-Fr: 6:00 AM – 9:00 AM and 3:00 PM – 5:00 PM

Off Peak Restricted Hours

The contractor may not close shoulders or lanes on weekends, from 5:00 PM Friday to 6:00 AM Monday or overnight M-F 5:00 PM – 6:00 AM.

Site 24

Always maintain emergency vehicular access to roadways located within the project limits.

Provide the Kenosha County Public Works Department and the Kenosha County Sheriff with a 24-hour emergency contact number for when traffic control maintenance is required.

Maintain the existing number of lanes in each direction on CTH W at all times unless otherwise approved by the engineer.

Do not park or store equipment, contractor's and personal vehicles or construction materials within the clear zone or on any roadway carrying traffic during working and non-working hours except at locations and periods of time approved by the engineer.

Site 30

Supplement standard spec 643.3.1 with the following:

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

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not cross live traffic lanes of STH 175 with equipment or vehicles.

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

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

SER-643-001 (20230214)

General

Maintain local and emergency service access at all times through the project area during construction.

Provide access for mail service, utility meter reading and garbage pick-up.

Keep STH 175 open to through traffic at all times for the duration of the project.

Utilize flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Keep existing traffic signs in use as applicable in all stages. Do not remove existing signs until they are no longer applicable or have been replaced with permanent signs.

Do not proceed with any operation until all traffic control devices for such work are in the proper location. Place traffic control devices as the plans and standard detail drawings show or as directed by the engineer.

Maintain adequate turning provisions for vehicles, including buses and trucks at all intersections within the construction limits.

Post parking restrictions at least three days prior to the start of construction. Contact Mr. Cameron Potter with City of Milwaukee, Traffic Operations at (414) 286-3276 three working days prior to the start of construction operations.

Keep intersections, median openings and turn lanes open to traffic when no work is actively occurring and/or upon completion of the construction operations requiring the closure.

Utilize existing bus stops or provide temporary bus stops to maintain transit access as shown on plans. Changes to transit access must be approved by MCTS and the engineer. Coordinate with MCTS. Some routes and bus stops may be suspended or detoured to facilitate intersection construction. Refer to the "Notice to Contractor – Milwaukee County Transit System" article for more information.

8. Holiday and Special Event Work Restrictions.

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

- From noon Wednesday, November 26, 2025 to 6:00 AM Monday, December 1, 2025 for Thanksgiving;
- From noon Wednesday, December 24, 2025 to 6:00 AM Friday, December 26, 2025 for Christmas;
- From noon Wednesday, December 31, 2025 to 6:00 AM Friday, January 2, 2026 for New Year's Day;
- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day.

stp-107-005 (20210113)

9. Utilities.

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

stp-107-066 (20240703)

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. 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 its work.

Site 1

Site 3

Site 4

Site 5

Site 6

Site 7

Site 8

Site 9

Site 10

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

Flint Hills Resources, LLC – Gas

Frontier Communications of WI LLC – Communication

Verizon Business – Communication

We Energies – Electric

We Energies – Gas

WIN Technology – Communication

Site 13

Site 14

Site 15

Site 16

Site 17

Site 20

Site 22

Site 23

AT&T Wisconsin – Communication has facilities within the limits of this site.

A copper cable located along the east right-of-way line will be discontinued, beginning at approximately Station 271+75, continuing north outside the project area.

Work may take place during tree clearing operations. This work is anticipated to take 30 working days.

Frontier Communications of WI LLC – Communication has facilities within the limits of this site.

A copper cable located along the west right-of-way line will be discontinued between Station 83+00 and 105+55 in place.

Work may take place during tree clearing operations. This work is anticipated to take 10 working days.

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

Alliant Energy – Electric

Enbridge Energy – Gas

Spectrum – Communication

We Energies – Electric

We Energies – Gas

Site 24

Site 25

Site 28

Site 30

10. Other Contracts

Site 3

Coordinate work according to standards spec 105.5.

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

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

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

Project 1090-39-70

IH 43 Rock Freeway

STH 83 to STH 164

WisDot Design Contact: Evan Limberatos: (262) 548-8797

WisDOT Construction Contact: Alex Grasse: (414) 750-1404

Site 30

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

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

Project 1100-20-70, 1100-20-71

IH 41 Zoo Freeway, Burleigh St to Capitol Dr & Capitol Dr to Silver Spring Dr

WisDOT Contact: Clayton Smith; (262) 548-6428; clayton.smith@dot.wi.gov

For all projects, coordinate activities, detours, work zone traffic control, roadway, erosion control and lane closures, and other work items as required with other contracts.

11. Railroad Insurance and Coordination – Wisconsin and Southern Railroad Company

A. Description

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

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Watco Companies, L.L.C., and its affiliates, subsidiaries, and assigns.

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

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

Include the following information on the insurance document:

- Project ID: 3742-03-70
- Project Location: Town of Linn, Wisconsin
- Route Name: Hillside Road, Walworth County
- Crossing ID: 387916H
- Railroad Subdivision: Fox Lake Sub

- Railroad Milepost: 66.11
- Work Performed on or within 50' of RR ROW: Tree clearing.

A.2 Train Operation

Approximately 4 through freight trains operate daily at up to 40 mph. There are no switching movements at this location.

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

Construction Contact

Chris Jacobson, Superintendent of Engineering, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 750-6427; E-mail cjacobson@watco.com for consultation on railroad requirements during construction.

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

Flagging Contact

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

Cable Locate Contact

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

WSOR will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

12. Construction Over or Adjacent to Navigable Waters.

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

stp-107-060 (20171130)

13. 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)

14. Archaeological Sites

Site 14

MI-0057/BMI-0104 Trowbridge-Carey site is located approximately from Station 17+43 and extending west off the project limits as shown on the plans.

MI-0055/BMI-0103 National Avenue site is located approximately from Station 36+47 to Station 50+62 within the limits as shown on the plans.

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

Do not use the sites for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

15. 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.

Modify standard spec 201.3(16) to state the following:

Dispose of clearing debris within 14 calendar days of clearing on each site unless trees are required to remain due to rusty patched bumblebee restrictions.

Add the following to standard spec 201.3:

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

mulching is allowed in wetlands or within 15 feet of waterways. No logs may be stored in or within 15 feet of wetlands, waterways, floodplains or other environmentally sensitive areas.

Do not fell trees intentionally into any waterways or other bodies of water. Immediately remove any logs, limbs and branches that fall into waterways during tree clearing operations.

Forestry mulching is allowed so long as it is not utilized during thawed ground conditions unless the engineer allows. If, after completing, the forward mulching pass vegetation is adequately cleared, no backdragging is required during forestry mulching operations.

Site 1

Add the following to standard spec 201.3:

No wheeled or tracked equipment may be used at or below the endwall located at approximately Station 131+30, LT. These restrictions do not apply above the endwall.

Site 3

Remove standard spec 201.4.2 (2).

Add the following to standard spec 201.3:

Tree clearing must be completed by hand between Station 186+00 and Station 191+00.

Site 6

Tree clearing in the vicinity to Bubba's Woods Mountain Bike Trail will be cut and positioned in a way that the trail can reopen when work is not occurring adjacent to the trail.

Site 7

Add the following to standard spec 201.3:

Tree clearing on this site shall only be completed under frozen ground conditions.

Between Station 877+00 LT and Station 897+00 LT, and Station 905+00 LT and 906+00 LT, no wheeled or tracked equipment may be operated beyond the edge of the shoulder. If clearing in these specific areas cannot be completed with equipment on the shoulder, then trees must be hand cut and removed to minimize ground disturbance. All tree cutting must be above the ground surface, with no mulching or chipping allowed. No logs, branches, or other debris can remain in these areas.

Site 13

Add the following to standard spec 201.3:

No wheeled or tracked equipment may be operated beyond the edge of the shoulder. If clearing cannot be completed with equipment on the shoulder, then trees must be hand cut and removed to minimize ground disturbance.

Site 14

Use caution during the construction process to avoid damage to the roots, trunks, and branches of all street trees to remain, and to any irrigation systems. Damage caused to any street tree or irrigation system will be repaired by the Forestry Division and the costs of repair, rejuvenation, and/or value lost will be billed to the contractor or credited against the contractor at the option of the city.

Site 20

Add the following to standard spec 201.3:

No wheeled or tracked equipment may be operated beyond the roadway surface. If clearing cannot be completed with equipment on the roadway, then trees must be hand cut and removed to minimize ground disturbance.

Site 28

Add the following to standard spec 201.3:

No wheeled or tracked equipment may be operated beyond the edge of the shoulder. If clearing cannot be completed with equipment on the shoulder, then trees must be hand cut and removed to minimize ground disturbance.

Site 30

Add the following to standard spec 201.3:

No wheeled or tracked equipment may be operated beyond the edge of the shoulder on ramps L and M between Stations 56+00'L' and 58+00'L', and Stations 36+00'M' and 38+00'M'. If clearing cannot be completed in these locations with equipment on the shoulder, then trees must be hand cut and removed to minimize ground disturbance.

16. Erosion Control

Add the following to standard spec 107.20:

Ground disturbance shall be limited to the minimal amount necessary to complete the tree clearing operations.

Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically to minimize the exposure to possible erosion.

Provide the ECIP 14 days before the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (414) 303-3011, craig.webster@wisconsin.gov or Ryan Pappas, (414) 750-7495, ryan.pappas@wisconsin.gov. Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.

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

Stockpile excess materials on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders within 4 days of the initial stockpile placement. Show the proposed stockpile locations in the ECIP.

Permanently or temporarily restore disturbed wetland areas or stream bank areas adjacent to in-water work within 48-hours of initial disturbance.

Timely Restoration

Ground disturbance caused by tree clearing will require restoration of the disturbed ground utilizing the appropriate restoration special provision. Restoration must be completed within two business days of completing the clearing operation.

17. Notice to Contractor – Contamination Beyond Construction Limits.

Site 6

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following sites:

1. Station 52+32 to 54+32 RT.
2. Station 45+02 to 49+39 RT.
3. Station 90+40 to 91+88 RT.
4. Station 103+20 to 107+82 LT.
5. Station 122+00 to 123+65 LT.
6. Station 124+75 to 127+35 LT and RT.
7. Station 142+42 to 143+62 RT.
8. Station 146+19 to 172+30 RT.
9. Station 156+98 to 159+47 LT.
10. Station 173+43 to 177+98 RT.
11. Station 200+69 to 201+99 RT.

12. Station 207+15 to 208+90 LT and RT.
13. Station 227+68 to 237+19 LT.
14. Station 241+20 to 244+37 LT.
15. Station 250+67 to 256+45 RT.
16. Station 249+73 to 250+67 RT.
17. Station 249+65 to 251+85 LT.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Andrew Malsom, WisDOT SE Region, 141 NW Barstow Street, Waukesha, WI 53187, (262) 548-6705.

stp-107-100 (20230113)

18. Notice to Contractor – Milwaukee County Transit System.

Site 6

The Milwaukee County Transit System (MCTS) operates the following bus route within the construction limits:

Red Line (Capitol Drive)

Avoid any lane closure that may interfere with Milwaukee County Transit Systems bus operations along Capitol Drive.

The MCTS contacts are:

Armond Sensabaugh
Transportation Coordinator (Detours)
Milwaukee County Transit System
Phone: (414) 343-1728
asensabaugh@mcts.org

David Locher
Transportation Manager (Bus Stops)
Milwaukee County Transit System
Phone: (414) 343-1727
dlocher@mcts.org

SER-107-004 (20220103)

Site 14

The Milwaukee County Transit System (MCTS) operates the following bus routes within the construction limits:

18 (National-Greenfield)
35 (35th Street)
Purple (27th Street)

Existing bus stops are located at the following intersections:

37th Street (SW and NE corners)
35th Street (all four corners)
31st Street (SW and NE corners)
27th Street (all four corners)

Invite MCTS to all coordination meetings between the contractor, the department, local officials, and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

Notify MCTS at least 10 business days prior to beginning work. If necessary, MCTS will remove their existing bus stop signs and shelters before work begins and reinstall or replace bus stop signs and shelters before new pavement opens to vehicular traffic.

The MCTS contacts are:

Armond Sensabaugh
Transportation Coordinator (Detours)
Milwaukee County Transit System
Phone: (414) 343-1728
asensabaugh@mcts.org

David Locher
Transportation Manager (Bus Stops)
Milwaukee County Transit System
Phone: (414) 343-1727
dlocher@mcts.org

Site 30

The Milwaukee County Transit System (MCTS) operates the following bus routes within and/or directly adjacent to the construction limits: 57 (W. Appleton Ave), 76 (N. 76th St), 34 (W. Congress St), 11 (W. Hampton Ave), 58 (W. Villard Ave-W. Appleton Ave), 92 (N. 92nd St-N. Swan Rd-N. 91st St), and 63 (W. Silver Spring Dr). Notify MCTS at least ten (10) business days prior to beginning project work to provide advance notice of potential service impacts.

Non-detour Service Suspension at MCTS Bus Stops and Temporary Bus Stops

Occasions may arise when work requires neither a detour nor the physical alteration of MCTS bus stop assets, but (for passenger safety) those occasions involved require MCTS to temporarily suspend service at a bus stop location. Notify MCTS in advance five (5) business days of the site-specific occasion, and MCTS will sign appropriately to instruct passengers to board at a temporary bus stop. Notify MCTS upon completion of work. MCTS will resume service to any suspended bus stop locations when it is safe to do so.

MCTS Contacts:

David Locher
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1727
dlocher@mcts.org

Armond Sensabaugh
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1728
asensabaugh@mcts.org

Dan Adams
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 937-3273
dadams@mcts.org

19. Notice to Contractor – Right-of-Way Commitments

Site 30

The department has coordinated right-of-way commitments with all property owners that have parcels with real estate impacts. The contractor shall follow all right-of-way commitments unless otherwise

directed by the engineer. Copies of all right-of-way commitments can be obtained from the department by contacting Debra Tarnow at (262) 548-6768.

20. Notice to Contractor – Milwaukee County Parks Permit

Site 6

The department has coordinated a draft permit with Milwaukee County Parks to occupy Milwaukee County Parks land outside of the existing roadway right-of-way at specified locations and for closing the Bubba Woods Mountain Bike trail in order to perform construction operations. Prior to preparing bids, the contractor should contact the department to obtain a copy of the draft permit to obtain permit access locations, permit terms and conditions, and fees associated with the permit. The contractor shall be responsible for executing the permit with Milwaukee County Parks by signing the permit and paying the permit fee as specified in the draft permit. Information on the permit can be obtained from the regional office by contacting James Schumacher at (262) 521-4428. The contractor shall be responsible for returning the signed permit and fee to Milwaukee County Parks. The cost of the permit fee is incidental to construction. The contractor must obtain this permit in order to perform construction operations for this project.

21. Notice to Contractor – City of West Allis Right of Way Permit.

Site 15

The contractor shall obtain a City of West Allis Right of Way permit for work on this site. The application for the Right of Way permit can be found at:

<https://westalliswi.viewpointcloud.com/categories/1084/record-types/6456>

The City of West Allis will waive the permit fee for this project.

22. Airport Restrictions.

Site 6

This project is located within 1 mile of the Timmerman Airport. If temporary cranes and overhead equipment will be used during construction, FAA Form 7460-1 must be filed at least 45 days prior to the start of construction. The form can be found at the following location:

https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_052026.pdf

or by contacting Joshua Cothren, airspace Safety Program Manager, Bureau of Aeronautics Timmerman Airport at BOAHighwayCoordination@dot.wi.gov.

Site 30

This project is located within 1 mile of the Timmerman Airport. FAA Form 7460-1 has been filed with the FAA. The contractor must re-file with the FAA if equipment used will be over 20 feet in height, a minimum of 45 days prior to beginning work.

23. Public Convenience and Safety

Revise standard spec 107.8(6) as follows:

Site 1

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 5:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

Site 6

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

Site 14

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

stp-107-001 (20060512)

Site 24

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

stp-107-001 (20060512)

24. Traffic Control – Lane Closure, Item SPV.0045.01.**A Description**

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

B Materials

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

C Construction

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

D Measurement

The department will measure Traffic Control – Lane Closure by each day, 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.0045.01	Traffic Control – Lane Closure	DAY

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

Flagging is incidental to the work under this bid item.

25. Traffic Control – Shoulder Closure, Item SPV.0045.02.**A Description**

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

B Materials

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

C Construction

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

D Measurement

The department will measure Traffic Control – Shoulder Closure by each day, 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.0045.02	Traffic Control – Shoulder Closure	DAY

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

26. Traffic Control – Pedestrian Accommodation, Item SPV.0045.03.

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Traffic Control – Pedestrian Accommodation by each day, 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.0045.03	Traffic Control – Pedestrian Accommodation	DAY

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

27. Traffic Control – No Parking Signs, Item SPV.0045.04.

A Description

This special provision describes providing No Parking signs prior to beginning work on sites.

B Materials

Furnish Signs and posts according to the pertinent requirements of standard spec 643 and Standard Sign R7-1.

C Construction

Provide and maintain traffic control devices located where the plans show or engineer directs in accordance with standard spec 643. Within Site 13, place signs at least 3 days prior to beginning work and contact the City of Greenfield and City of Milwaukee Police Departments, and within Sites 14 and 30, place signs at least three days prior to beginning work and contact Cameron Potter with City of Milwaukee Traffic Operations at (414) 286-3276 and temporarynoparkingsigns@milwaukee.gov. On site 15, the sign shall state “NO PARKING 7:00 AM TO 5:00 PM”. The signs shall be placed at least 24 hours and no more than 48 hours prior to work beginning and removed within 48 hours of work completion.

D Measurement

The department will measure Traffic Control – No Parking Signs by each day, 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.0045.04	Traffic Control – No Parking Signs	DAY

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

28. Traffic Control – Trail Closure, Item SPV.0045.05.

A Description

This special provision describes providing a traffic control setup as shown in the plan or directed by the engineer for the Bubba Woods Mountain Bike Trail while work is occurring adjacent to the trail.

B Materials

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

C Construction

Provide and maintain traffic control devices located where the plans show or engineer directs in accordance with standard spec 643.

D Measurement

The department will measure Traffic Control – Trail Closure by each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.05	Traffic Control – Trail Closure	DAY

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

29. Frozen Ground Erosion Control, Item SPV.0060.01.

A Description

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

B Materials

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

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

Provide Soil Stabilizer Type B.

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Frozen Ground Erosion Control	EACH

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

30. Semi-Frozen Ground Erosion Control, Item SPV.0060.02.

A Description

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

B Materials

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

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

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

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

C Construction

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

D Measurement

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

E Payment

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

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

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

31. Thawed Ground Erosion Control, Item SPV.0060.03.

A Description

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

B Materials

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

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

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

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Thawed Ground Erosion Control	EACH

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

32. Semi-Permanent Restoration, Item SPV.0060.04.

A Description

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

B Materials

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

C Construction

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

Use only 100% biodegradable anchors for erosion mat urban.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Semi-Permanent Restoration	EACH

Payment is full compensation for providing equipment needed and performing all work necessary to complete this contract bid item at each site; and for providing, protecting, and storing seed and erosion

mat materials; for placing and anchoring the mat, including staples; for preparing the seeded areas; for installing end and junction slots; and for repairing and reseeding damaged areas; for providing, excavating, loading, hauling, and placing topsoil; for watering seed; and for furnishing, mixing, and applying soil stabilizer.

33. Site Mobilization, Item SPV.0060.05.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Site Mobilization	EACH

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

34. Staked Wattles, Item SPV.0090.01.

A Description

This special provision describes furnishing, installing, maintaining, and removing staked wattles at locations shown on the drawings and as directed by the engineer.

B Materials

All materials for staked wattles shall conform to the details shown in the drawings and as shown in standard spec 628.2 and match that shown for temporary ditch checks. Staked wattles shall be from the WisDOT Erosion Control Product Acceptability List for temporary ditch checks.

C Construction

All construction methods shall conform to the details shown in the drawings and as shown in standard spec 628.3.14.

D Measurement

The department will measure staked wattles by the linear foot acceptably completed as measured from end to end of the wattle run (overlap is not separately counted).

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Staked Wattles	LF

Payment is full compensation for mobilization, furnishing and installing, maintaining and removing staked wattles.

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

Additional Special Provision 6 (ASP-6)

Modifications to the standard specifications

Make the following revisions to the standard specifications.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler	415.2.3
Asphaltic materials	455.2

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

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

B. Costs for conforming to this special provision are incidental to the contract.

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 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 or AWP CRL. 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 or AWP CRL 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, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (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) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
 - For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce 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>
 - For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

BUY AMERICA PROVISION

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

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

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

3. Construction Material

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

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

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

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

<https://wisconsindot.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://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

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

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



Proposal Schedule of Items

Page 1 of 2

Proposal ID: 20250909015 Project(s): 3742-03-70

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	454.000 STA	_____.	_____.
0004	201.0120 Clearing	655.000 ID	_____.	_____.
0006	213.0100 Finishing Roadway (project) 01. 3742-03-70	1.000 EACH	_____.	_____.
0008	618.0100 Maintenance and Repair of Haul Roads (project) 01. 3742-03-70	1.000 EACH	_____.	_____.
0010	628.1504 Silt Fence	400.000 LF	_____.	_____.
0012	628.1520 Silt Fence Maintenance	400.000 LF	_____.	_____.
0014	628.1905 Mobilizations Erosion Control	15.000 EACH	_____.	_____.
0016	628.1910 Mobilizations Emergency Erosion Control	15.000 EACH	_____.	_____.
0018	628.7504 Temporary Ditch Checks	300.000 LF	_____.	_____.
0020	643.1050 Traffic Control Signs PCMS	200.000 DAY	_____.	_____.
0022	SPV.0045 Special 01. Traffic Control - Lane Closure	16.000 DAY	_____.	_____.
0024	SPV.0045 Special 02. Traffic Control - Shoulder Closure	78.000 DAY	_____.	_____.
0026	SPV.0045 Special 03. Traffic Control - Pedestrian Accommodation	12.000 DAY	_____.	_____.
0028	SPV.0045 Special 04. Traffic Control - No Parking Signs	14.000 DAY	_____.	_____.
0030	SPV.0045 Special 05. Traffic Control - Trail Closure	3.000 DAY	_____.	_____.



Proposal Schedule of Items

Page 2 of 2

Proposal ID: 20250909015 Project(s): 3742-03-70

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	SPV.0060 Special 01. Frozen Ground Erosion Control	6.000 EACH	_____.	_____.
0034	SPV.0060 Special 02. Semi-Frozen Ground Erosion Control	7.000 EACH	_____.	_____.
0036	SPV.0060 Special 03. Thawed Ground Erosion Control	7.000 EACH	_____.	_____.
0038	SPV.0060 Special 04. Semi-Permanent Restoration	10.000 EACH	_____.	_____.
0040	SPV.0060 Special 05. Site Mobilization	15.000 EACH	_____.	_____.
0042	SPV.0090 Special 01. Staked Wattles	200.000 LF	_____.	_____.
Section: 0001			Total:	_____.
Total Bid:				_____.

PLEASE ATTACH ADDENDA HERE