

HIGHWAY WORK PROPOSAL

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

Proposal Number: **019**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
1009-43-75	N/A	2025/2026 Statewide Tree Clearing, Nc Region Various Counties	NON HWY	Statewide

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

Proposal Guaranty Required: \$40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: September 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 ExpressTM web site.
 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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 ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM 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 ExpediteTM 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 ExpediteTM generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

LIST OF SUBCONTRACTORS

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

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

[illegible]

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

Instructions for Certification

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

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

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

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

Special Provisions

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STSP'S Revised January 8, 2025

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1009-43-75, 2025/2026 Statewide Tree clearing, NC region Various Counties, Statewide, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 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 as the Minimum.

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

A Notice to Proceed for a specific work order will be issued for each work site or collection of work sites. The department will ensure all necessary permits are obtained before including a work site in a work order. Any environmental commitments will be included in the work order(s) special provisions.

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

2. Scope of Work.

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

104-005 (20090901)

3. Waiving Bidder Prequalification.

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

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

Definitions

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

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

Work Order: Document executed to specify sites, contract time and scope of work, (including pay items)
Work Order Item List: Complete list of bid items shown on Schedule of Items (SOI) included in the ID/IQ contract advertisement that the contractor can anticipate being used repetitively to perform the work orders of this ID/IQ contract.

Contract Description

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

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

Estimated Quantities

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

Bid Item	Unit	Current Contract Amount	Minimum	Maximum
201.0105	STA	158 STA	50 STA	210 STA
201.0110	SY	18 SY	6 SY	60 SY
Exclusion Fencing SPV.0090.01	LF	52,860 LF	30,000 LF	80,000 LF

See plans for additional estimated bid item quantities.

Contract Schedule

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

Anticipated first work order: October 13, 2025

Anticipated second work order: December 1, 2025

Additional work orders will not be issued after February 13, 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 notice to proceed within 10 calendar days before the approved start date.

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

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

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

Complete all tree cutting by March 15, 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 15, 2026.

Interim Completion and Liquidated Damages – Tree Cutting: March 15, 2026

Complete all tree cutting by March 15, 2026.

If the contractor fails to complete tree cutting by March 15, 2026, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains

incomplete beyond 12:01 AM on March 16, 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:

Severe weather as specified in standard spec 108.10.2.2.

Labor disputes that are not industry wide.

Delays in material deliveries.

Coordination

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

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

SITE	SOURCE WISDOT PROJECT ID	COUNTY	HIGHWAY	ANTICIPATED WORK ORDER NUMBER
01	1166-05-66	PORTAGE/MARATHON	IH 39	1
02	1600-15-70	WAUPACA/SHAWANO	USH 45	2
03	6220-04-76	WAUPACA/OUTAGAMIE	STH 54	2
04	6340-00-62	WOOD	VAR HWY	1
05	6530-01-70	WAUSHARA	STH 73	2
06	6590-01-74	WAUPACA	STH 22	1
07	9030-07-82	LINCOLN	STH 17	1
08	9180-17-71; 72	SHAWANO	STH 22	2
09	9250-14-71	IRON	STH 77	2
10	9260-00-71	FOREST	STH 32	2
11	9305-07-70	LINCOLN	STH 107	2

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.

Upon approval from the engineer, working day assessments may be suspended once clearing operations are completed by April 14.

Fish Spawning and Threatened Turtles

There shall be no instream disturbance of any waterway.

6. Traffic.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

Site Specific Traffic

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

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

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

Site 10

Keep Wolf River State Trail (WRST) open to trail users at all times.

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

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

- From noon Friday, November 21, 2025 to 6:00 AM Monday, November 24, 2025 for Opening Weekend of Deer Hunting Season;
- From noon Wednesday, November 26, 2025 to 6:00 AM Monday, December 1, 2025 for Thanksgiving;
- From noon Monday, December 23, 2025 to 6:00 AM Thursday, Monday 29, 2025 for Christmas;
- From noon Tuesday, December 30, 2025 to 6:00 AM Friday, January 2, 2026 for New Year's Day.

stp-107-005 (20210113)

8. **Utilities.**

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process or from the project engineer after the contract has been awarded and executed.

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 3 working days before the site will be ready for the utility to begin its work.

stp-107-066 (20240703)

Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

Site 01

The following utilities have facilities in the vicinity of the project area; however, no adjustments are anticipated:

ANR Pipeline Company - Gas

AT&T Wisconsin– Communication Line

Spectrum – Communication Line

TDS Telecom Central State Telephone Company – Communication Line

TDS Telecom Mosinee Telephone Company – Communication Line

Wisconsin Public Service Corporation – Electricity

Wisconsin Public Service Corporation – Gas

Windstream KDL – Communication Line

Site 02

Site 03

Site 04

Solarus – Communications will lower their 1.25-inch conduit 12 inches so the facilities are approximately 18 inches below the storm sewer outfall at Station 416+25 to Station 416+75 right. Solarus will complete this work during construction operations under this contract.

Underground communication line in 1.25-inch conduit is buried at a depth of 18 inches at Station 413+25 to Station 413+50 right. No conflicts are anticipated.

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

Alliant Energy – Electric

Bug Tussel Wireless, LLC – Communications

Underground communication lines not shown on the plan are located on STH 80 from approximately Station 11+35, 50 feet left. to Station 16+50, 50 feet left.

We Energies – Gas

Site 05

Site 06

Solarus – Communication Line

Has underground communications facilities along STH 22.

Solarus will adjust the existing facilities to 36" depth for final grade at Station 121+19. Solarus will complete this work during construction operations under this contract.

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

ATC Management Inc - Electricity Transmission

Alliant Energy–Gas/Petroleum

Alliant Energy–Electricity

Manawa Municipal Water Utility

Manawa Wastewater Treatment Facility – Sewer

We Energies - Electricity

Site 07

Frontier Communications (Communication)

Frontier Communications has buried telephone lines running along the west side of STH 17, outside the project footprint, and buried fiber optic line running along the east side of STH 17.

Frontier will place fiber cable within ROW limits along Barnes Creek and 3' from right of way, buried at depth of 48" along Barnes Creek from existing handhole at Station 112+51 towards the northeast up to existing handhole at Station 128+25. Frontier Communications is planning to complete this work during construction operations under this contract.

Nsight Teleservices (Communication)

Nsight Teleservices has telephone lines running along the east side of STH 17.

Nsight will be replacing duct/fiber joint with WPS-Electric from Station 113+88 RT to Station 119+20 RT. Nsight Teleservices is planning to complete this work during construction operations under this contract.

Wisconsin Public Service (Electric)

Wisconsin Public Service has overhead electric lines running along the east side of STH 17 and crossing over STH 17 at Station 116+50.

Wisconsin Public Service will install/remove our electric overhead/underground facilities at the following locations:

- Install pole at Station 113+92, 56' RT and anchor at 114+08, 56' RT

- Install single-phase overhead line from pole at Station 113+92, 56' RT to pole at 112+92, 89' LT
- Remove pole at Station 114+55, 59' RT and anchor at 114+61, 70' RT
- Remove single-phase overhead line from pole at Station 114+55, 59' RT to pole at 112+92, 89' LT
- Install three-phase underground electric cable between Station 113+92, 57' RT and 119+38, 57' RT
- Remove three-phase overhead line between Station 116+86, 54' RT and 119+20, 46' RT
- Install anchors at Station 116+86, 54' RT & 119+20, 46' RT
- Remove single-phase overhead line between Station 116+23, 125' LT & 116+70, 54' RT
- Install single-phase underground electric cable between Station 112+92, 99' LT and 116+99', LT

Wisconsin Public Service is planning to complete this work during construction operations under this contract.

Wisconsin Public Service (Gas/Petroleum)

Wisconsin Public Service (WPS) has buried gas line running along the west side of STH 17.

WPS will bore new gas main across the river, close to the edge of the west ROW. Anticipated tie-in points to the existing gas main are Station 116+00 on the south side of the river, and Station 118+50 on the north side of the river. This work will be completed prior to construction.

Site 08

Frontier Communications of WI LLC (Communications) has underground facilities that run along STH 22. Frontier Communications intends to replace facilities within the project limits. Frontier Communications will complete this work prior to construction operations under this contract:

- Discontinue the buried cable crossing around Station 165+90 and place a copper cable 3-feet inside the right-of-way limits along STH 22 between Station 165+68 RT and Station 167+30 RT. This line will cross under Resort Road.
- Discontinue buried copper between Station 572+25 LT to Station 593+50 LT.
- Remove copper pedestal along STH 22 at Station 578+22 RT.
- Remove copper pedestal along STH 22 at Station 590+38 RT.

Spectrum (Communications) has facilities that run along STH 22. Spectrum will make the following adjustments prior to construction operations under this contract:

- Relocate fibers between Station 377+50 LT and Station 384+00 LT to be approximately 35' inside the right-of-way at Station 377+70 LT, approximately 20' inside the right-of-way between Station 379+60 LT and Station 381+00 LT, and approximately 8' inside the right-of-way at Station 381+90 LT.
- Relocate the pedestal at Station 542+75 LT to Station 541+25 LT and place cable from Station 541+25 to Station 542+75. Cable to be approximately 6' lower than existing grade between Station 542+35 and Station 542+75 for guardrail replacement.
- Discontinue and relocate fiber between Station 568+35 LT and Station 578+35 LT to be 55-feet off of the STH 22 alignment. Fiber to be approximately 8' lower than existing grade between Station 571+77 LT and Station 572+55 LT for culvert replacement.

We Energies (Electricity) has facilities that run along STH 22. We Energies intends to replace facilities in kind during the summer/fall of 2025 between Station 272+00 to Station 334+00. We Energies will complete this work during construction operations under this contract:

- Station 272+00 RT to 301+00 RT with a crossing around Station 301+00.
- Relocate pole at Station 542+82 LT to an offset of 52-feet off of the STH 22 alignment.
- Remove pole at Station 572+70 LT and place two new poles at Station 571+14 LT (58-feet offset) and Station 573+74 LT (58-feet offset).

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

Shawano Lake Sanitary District 1 (Sewer)

Shawano Lake Sanitary District 1 (Water)

Shawano Municipal Utilities (Electricity)

We Energies (Gas)

Windstream KDL (Communications)

We Energies (Gas)

Site 09

Site 10

Site 11

9. Railroad Insurance and Coordination - Fox Valley and Lake Superior Rail System, LLC – Site 11.

Keep all traffic control off railroad ROW or at least 50' away from the nearest rail, whichever is greater.

10. Public Convenience and Safety.

Site 02, Site 03, Site 06

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Waupaca and Shawano County Sheriff's Department
Wisconsin State Patrol
Waupaca and Shawano County Highway Department
Towns of Larrabee, DuPont, and Grant
Cities of Clintonville and Marion
Clintonville and Marion School Districts
Clintonville and Marion Post Offices

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

Site 04

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Wood County Sheriff's Department
Wisconsin State Patrol
Wood County Highway Department
Town of Wood (STH 80)
Town of Saratoga (STH 13)
Town of Grand Rapids (STH 13)
City of Wisconsin Rapids (STH 13)
Port Edwards School District (STH 13)

Wisconsin Rapids School District (STH 13)
Pittsville School District (STH 80)
Wisconsin Rapids Post Office

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

Site 05

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Marquette County Sheriff's Department
Waushara County Sheriff's Department
Wisconsin State Patrol
Marquette County Highway Department
Waushara County Highway Department
Town of Dakota, Marion and Neshkoro
Village of Neshkoro
Wautoma School District
Neshkoro Post Office
Wautoma Post Office

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

Site 08

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Shawano County Sheriff's Department
Wisconsin State Patrol
Shawano County Highway Department
Town of Washington
Town of Green Valley
Village of Cecil
Village of Pulcifer
Shawano School District
Bonduel School District
Gillett School District
Shawano Post Office
Cecil Post Office

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

Site 10

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Forest County Sheriff's Department
City of Crandon Fire Department
Crandon Area Rescue Squad
Wisconsin State Patrol

Forest County Highway Department
Town of Lincoln
City of Crandon
School District of Crandon
Crandon Post Office

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

Site 11

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

City of Merrill
City of Tomahawk
Lincoln County Highway Department
Lincoln County Sheriff's Department
School District of Merrill
School District of Tomahawk
Wisconsin State Patrol

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

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

Sites 02, Site 06, Site 07

There are wetlands within the right-of-way; however, impacts are not anticipated based on the proposed slope intercepts. Therefore, the department has not requested or obtained a U.S. Army Corps of Engineers Section 404 Permit for this project.

Methods of operations, including preparatory work, staging, site clean-up, storing materials, or causing impacts to wetlands or waters are not permitted. If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a U.S. Army Corps of Engineers Section 404 Permit is required. If a Section 404 Permit is necessary, obtain the permit prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the permit. The contractor must be aware that the Corps of Engineers may not grant the permit request.

Information on USACE Section 404 permits is available on the USACE's website:

<https://www.mvp.usace.army.mil/Missions/Regulatory.aspx>

stp-107-054 (20230629)

Sites 03, Site 08

The department has received written verification of coverage under the Section 404 Transportation Regional General Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Preston Bohn at 715.421.7382.

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a U.S. Army Corps of Engineers Section 404 permit modification is required. If a Section 404 permit modification is necessary, obtain the permit modification prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and

obtain the permit modification. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit modification request.

stp-107-054 (20230629)

Sites 04, Site 05, Site 11

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

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

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

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

Information on USACE Section 404 permits is available on the USACE's website:

<https://www.mvp.usace.army.mil/Missions/Regulatory.aspx>

stp-107-054 (20230629)

Site 10

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

stp-107-054 (20230629)

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

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

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (See below for permit number). The permit can be found at:

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

A certificate of permit coverage is available from the regional office by contacting the project manager listed below. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

Site 01

Permit: WPDES Permit No. WI-S066796-2

Contact: Preston Bohn at 715-421-7382

Site 02

Permit: WPDES Permit No. WI-S066796-2

Contact: Preston Bohn at 715-421-7382

Site 03

Permit: WPDES Permit No. WI-S066796-2

Contact: Korey Boehm at 715-459-2943

Site 05

Permit: WPDES Permit No. WI-S066796-2

Contact: Matt Bronson at (715)-721-7385

Site 06

Permit: WPDES Permit No. WI-S066796-2

Contact: Wendy Arneson at (715) 421-7391

Site 07

Permit: WPDES Permit No. WI-S066796-2

Contact: Andrew Casper at (715) 365-5713

Site 08

Permit: WPDES Permit No. WI-S066796-2

Contact: Michelle Guoin at 715-365-5792

Site 09

Permit: WPDES Permit No. WI-S066796-2

Contact: Andrew Casper at (715) 365-5713

Site 10

Permit: WPDES Permit No. WI-S066796-2

Contact: Andrew Casper at (715) 365-5713

13. Archaeological Sites.

Site 05

BMQ0025 (Zion Lutheran Cemetery) site is located approximately Station 121+87 to Station 124+68, LT and RT within the limits shown on the plans.

BMQ0170 site is located approximately Station 124+80 to Station 127+55 LT within the limits shown on the plans.

47WS0027/BWS0100 (Booth Group) site is located approximately Station 430+23 to Station 441+84 LT and RT within the limits shown on the plans.

47WS0157/BWS0146 site is located approximately Station 459+42 to Station 477+54 LT and RT within the limits shown on the plans.

47WS0213/BWS0161 (Silver Lake) site is located approximately Station 483+22 to Station 488+99 LT and RT within the limits shown on the plans.

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

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

stp-107-220 (20180628)

Site 11

47LI23/Bli-0053 (Skanawan Creek) site is located approximately between STA 1219+00 to 1225+00 within the limits shown on the plans.

47LI12/Bli-0041 (Rock Falls Grave) site is located approximately between STA 880+00 to 896+00 within the limits shown on the plans.

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

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

stp-107-220 (20180628)

14. Tree Clearing.

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

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

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.

15. Mobilization Site, Item SPV.0060.01.

A Description

Provide mobilization conforming to standard spec 619.

B (Vacant)

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Mobilization Site	EACH

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

16. Semi-Permanent Restoration, Item SPV.0060.02.

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Semi-Permanent Erosion Control by each site, acceptably completed.

E Payment

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

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

Payment is full compensation for providing, protecting and storing erosion mat materials on the project; for placing and anchoring the mat, including staples; for preparing the seeded areas; for installing end and junction slots; and for repairing and reseeding damaged areas; the staged moving of personnel, equipment and materials.

17. Exclusion Fencing, Item SPV.0090.01.

A Description

This special provision describes furnishing, installing, inspecting and maintaining exclusion fencing (Silt Fence) and reliefs.

B Materials

Exclusion Fencing and reliefs shall consist of a composite of woven wire fabric, posts, geotextile fabric, and fasteners to be assembled by the contractor. Woven wire fabric shall be a standard field fence type a minimum of 2 feet high with a maximum mesh spacing of 6-inches and minimum 14-1/2 gage wire.

Furnish metal posts with a minimum length of 8 feet -3 inches. Metal posts shall be "studded tee" or "U" type with a minimum weight of 1.3 lb/ft.

Furnish non-woven geotextile fabric that meets the properties as specified in standard spec 628.2.6.1.

Reliefs shall consist of rock bags and woven metal wire max ¾" opening. Furnish rock bags that meets the properties as specified in standard spec 628.2.13.

C Construction

Installation, inspection, and maintenance of Exclusion Fencing shall conform to standard spec 628.3.4 and the plan details except as noted below:

Furnish and install the Exclusion Fencing as shown on the plans or as directed by the engineer prior to April 15, 2026 with the exception of Site 8 that must be installed by March 15, 2026.

Install Exclusion Fencing with turn-arounds and reliefs at the ends and at any access openings needed in the fencing, install so that the non-construction side geotextile fabric shall be at least 24 inches high with at least 6 inches trenched into the soil and at least 24 inches exposed above ground. Carefully compact soils against both sides of the fence to prevent animals from using the stakes to maneuver over the fencing. If trenching is not possible due to soil conditions (e.g., rocks, tree roots), sand bags or other anchors may be used with approval from Endangered Resources Review staff (DNRERReview@wi.gov). Tightly secure access openings with hay bales or rock bags when construction-related activities are not occurring. Install fence turn-arounds conforming to the plan details. Exclusion fence reliefs are incidental and are to be installed conforming to the plan details. Reliefs only to be used when necessary and when other alternatives are not practicable. Reliefs will be field located as directed by the Engineer.

Inspect Exclusion Fencing at least once weekly on non-consecutive days and after any significant rain event (defined as a ¾-inch downpour or 1.5 inches of rain in any 24-hour period). Repairs to the fencing must be made immediately and Endangered Resources Review staff should be contracted (DNRERReview@wi.gov).

The non-construction side of the fence shall be kept free of tall vegetation that could also allow animals to maneuver over the fencing at the direction of the engineer.

Remove the fence only after construction activities have been completed will be completed by others.

Measurement

The department will measure Exclusion Fencing by the linear foot, acceptably completed.

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	Exclusion Fencing	LF

Payment is full compensation for installing; inspecting; repairing; maintaining; and for all materials required under this bid item.

18. Work on Shoulder or Parking Lane, Undivided Roadway, Item SPV.0045.01.

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Work on Shoulder or Parking Lane, Undivided Roadway by the 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.00045.01	Work on Shoulder or Parking Lane, Undivided Roadway	DAY

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

19. Shoulder Closure on Divided Roadway, Item SPV.0045.02.

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Shoulder Closure on Divided Roadway by the 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	Shoulder Closure on Divided Roadway	DAY

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

20. Single Closure With Bi-Directional Traffic, Item SPV.0045.03.

A Description

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

B Materials

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

C Construction

Provide and maintain traffic control devices located where the plans show or engineer directs in accordance with standard spec 643. Flagging may only occur during daytime hours.

D Measurement

The department will measure Single Lane Closure With Bi-Directional Traffic by the 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	Single Lane Closure With Bi-Directional Traffic	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.

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 1

Proposal ID: 20250909019 Project(s): 1009-43-75

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	158.000 STA	_____.	_____.
0004	201.0110 Clearing	18.000 SY	_____.	_____.
0006	213.0100 Finishing Roadway (project) 01. 1009-43-75	1.000 EACH	_____.	_____.
0008	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1009-43-75	1.000 EACH	_____.	_____.
0010	SPV.0045 Special 01. Work On Shoulder Or Parking Lane Undivided Roadway	36.000 DAY	_____.	_____.
0012	SPV.0045 Special 02. Shoulder Closure On Divided Highway	5.000 DAY	_____.	_____.
0014	SPV.0045 Special 03. Single Closure Flagging Operation	2.000 DAY	_____.	_____.
0016	SPV.0060 Special 01. Mobilization Site	11.000 EACH	_____.	_____.
0018	SPV.0060 Special 02. Semi-permanent Restoration	11.000 EACH	_____.	_____.
0020	SPV.0090 Special 01. Exclusion Fencing	50,040.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE