



Wisconsin Department of Transportation

October 7, 2025

**Division of Transportation Systems
Development**

Bureau of Project Development
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NOTICE TO ALL CONTRACTORS:

Proposal #23: 8386-00-72, WISC 2026018
T Gordon, West Mail Road
St Croix River Bridge B-16-0147
Loc Str
Douglas County

Letting of October 14, 2025

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

Special Provisions:

Added Special Provisions	
Article No.	Description
23	Information for Bidders, Highway Easement

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

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

8386-00-72

October 7, 2025

Special Provisions

23. Information to Bidders, Highway Easement.

A Highway Easement has been acquired for this project. Comply with the requirements of the highway easement in addition to requirements listed in other special provisions.

The easement is subject to the following terms, conditions, and covenants:

1. Construction of the highway facility is to be undertaken in compliance with all applicable current, future, or amended federal, state, or local laws (whether under common law, statute, regulation, ordinance, or otherwise, and judicial or administrative interpretation of such) ("Applicable Laws"), including but not limited to 54 U.S.C. §§ 320302-320303, known as the Antiquities Act; the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm; and the Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001 et seq.
2. The easement herein granted is nonexclusive and is limited to the use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction, operation, and maintenance of a highway in accordance with the approved plans and does not include the grant of any right for non-highway purposes or facilities.
 - a. During construction, the NPS may locate National Park Service and other Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits.
 - b. The NPS retains the right to any resources and/or resource materials not specifically otherwise agreed to within the right-of-way.
3. The construction of the highway situated on this right-of-way will be in accordance with the provisions of Title 23, United States Code (USC)-Highways, and amendments; the construction specifications of the WisDOT as approved by the Federal Highway Administration for use on Federal-aid projects; and any other federal and state laws that are applicable or may become applicable.
4. The contractor shall be responsible to the extent permitted by law to pay the NPS for any damage resulting from construction which would not reasonably be inherent in the use which the contractor is authorized to make. The NPS will give the contractor and WisDOT written notice of such damage and the contractor will either take corrective action or pay the indicated amount as agreed upon and approved by the NPS.
5. The contractor shall not establish borrow, sand, or gravel pits, stone quarries, permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the highway easement, unless shown on approved construction plans, without first obtaining approval of the NPS.
6. The contractor shall comply with the National Environmental Policy Act, 42 U.S.C. §4321, et seq., and its implementing regulations.
7. The contractor shall maintain the right-of-way clearing.
8. Consistent with highway safety standards, the contractor shall:
 - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.

- b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction of the highway;
 - c. Vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed.
 - d. Maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to protect adjacent NPS lands. This provision shall also apply to slopes that are reshaped following slides which occur during construction.
9. The contractor shall comply with all Applicable Laws concerning any Hazardous Materials used, produced, transported, handled, or stored within the right-of-way. Contractor shall not use the right-of-way for disposal of Hazardous Materials, including asphalt. As soon as practicable after contractor becomes aware of or receives notice from any agency or third party of the presence or reasonably likely presence of hazardous materials, WisDOT shall provide written notice to the NPS, including copies of all relevant documents. Contractor shall, at its sole cost and expense, promptly take all actions required under Applicable Laws to remedy damage to the right-of-way, other NPS property, or neighboring property, which arises directly or indirectly from or in connection with the presence, suspected presence, release, or suspected release of any Hazardous Material from, on, or under the right-of-way ("Hazardous Materials Occurrence").
10. For the purpose of this article, "Hazardous Materials" means any substance, material or waste (a) that is or becomes designated, classified, or regulated as being hazardous or harmful to human health or the environment under applicable laws, (b) that is or becomes defined as "toxic," "hazardous," "pollutant," "discharge," "waste," or "contaminant" or a similar designation under Applicable Laws, or (c) that contains, without limitations of the foregoing, gasoline, diesel fuel or other petroleum hydrocarbons or derivatives or volatile organic compounds, polychlorinated biphenyls ("PCBs"), asbestos, asbestos-containing materials, urea-formaldehyde foam insulation, radon gas, lead-based paint, or is an above-ground or underground storage container for same.
11. To the extent permitted by Wisconsin law, the contractor agrees to indemnify, reimburse, defend, save, and hold harmless the United States and the National Park Service, their officers, employees, and agents from and against any and all liability, claims, damages, injuries, losses, costs, or expenses arising from the acts or omissions of the contractor, its employees, agents, contractors, or invitees except to the extent such claims arise from the negligence or willful misconduct of the United States or its employees.
12. The Town of Gordon shall not issue subsidiary permits, licenses, leases, or other authorizations within the easement area for non-highway purposes, including without limitation for utility, cellular, or telecommunication purposes. The contractor shall not allow any other construction within the easement areas, including without limitation construction of houses, office buildings, or material storage areas. The contractor shall not approve requests to do anything within the easement area other than for construction purposes.

END OF ADDENDUM

