## HIGHWAY WORK PROPOSAL

Notice of Award Dated

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

001 Proposal Number:

COUNTY STATE PROJECT **FEDERAL** PROJECT DESCRIPTION **HIGHWAY** 

Southwest Region Wide 5105-16-61 N/A Regionwide Tree Clearing; Various **NON HWY** 

Locations

# **ADDENDUM** REQUIRED

# ATTACHED AT BACK

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

Proposal Guaranty Required: \$40,000.00  Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: August 13, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  SAMPLE
Contract Completion Time April 15, 2025	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.

Type of Work: F0 Tree Clearing	r Department use Only
Towns of Manie.	r Department Use Only
Notary Seal	
(Date Commission Expires)	(Bidder Title)
(Print or Type Name, Notary Public, State Wisconsin	) (Print or Type Bidder Name)
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
Subscribed and sworn to before me this date	

**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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express<sup>TM</sup> on-line bidding exchange at <a href="http://www.bidx.com/">http://www.bidx.com/</a> 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<sup>TM</sup> 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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

- or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.
- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

## **B. Submitting Electronic Bids**

## **B.1 On the Internet**

- (1) Do the following before submitting the bid:
  - 4. Have a properly executed annual bid bond on file with the department.
  - 5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
  - 1. Download the latest schedule of items reflecting all addenda from the Bid Express TM web site.
  - 2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  - 3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> 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

other files on the diskette or CD ROM.

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
  - https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx
  - Use Expedite<sup>TM</sup> software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express<sup>TM</sup> web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite □ □ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite TM 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
- (4) The bidder-submitted printout of the Expedite □ □ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  - 1. The check code printed on the bottom of the printout of the Expedite TM generated schedule of items is not the same on each page.
  - 2. The check code printed on the printout of the Expedite TM 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.

DT1303 1/2006

Proposal Number	Project Number		Letting Date
Name of Principal			
Name of Surety	of Surety		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)		(Name of Surety) (Affix Seal)	
(Company Name) (Signature of Attorney-in-Fact)			
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FO	R SURETY
(Date)		(Dat	e)
State of Wisconsin )		State of Wisconsin	)
County ) s	SS.		) ss. _County )
On the above date, this instrument was acknowledged before me by the named person(s).		On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Public, State of Wiscon	sin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commission Expires)		(Date Commis	sion Expires)

Notary Seal 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

(Date)

Time Period Valid (I	From/To)
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation
•	that an annual bid bond issued by the above-named Surety is currently on file with the artment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

# 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.

Name of Subcontractor	Class of Work	Estimated Value

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

## Instructions for Certification

- 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.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

- 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 July 5, 2024 SPECIAL PROVISIONS

### 1. General.

Perform the work under this construction contract for Project 5105-16-61, Regionwide Tree Clearing Project, Various Counties (SWR), Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2024 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20240105)

# **Bidding Information**

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

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

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

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

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

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

# 2. 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 similar character in a satisfactory manner.

# 3. Scope of Work.

The work under this contract shall consist of tree clearing, erosion control, traffic control, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

## 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)

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

## **Contract Description**

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

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

## **Estimated Quantities**

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

Bid Item	Unit	Current Contract Amount	Minimum	Maximum
201.0105	STA	139 STA	150 STA	300 STA
201.0120	ID	178 ID	500 ID	2,500 ID

See plans for additional estimated bid item quantities.

### **Contract Schedule**

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

Anticipated first work order: October 18, 2024.

Anticipated second work order: December 1, 2024.

Additional work orders will not be issued after March 1, 2025.

# 5. Prosecution and Progress.

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

Notice to Proceed will not be issued prior to November 1, 2024.

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

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

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

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

Complete all tree cutting by March 15, 2025. Other operations, such as removing trees from clear zone, stacking or hauling away cleared trees, or removing traffic control or erosion control devices may take place after March 15, 2025.

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

Complete all tree cutting by March 15, 2025.

If the contractor fails to complete all tree cutting by March 15, 2025, the department will assess the contractor \$1000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on March 16, 2025. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

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

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

## Coordination

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

AREA	SOURCE WISDOT PROJECT ID	COUNTY	HWY
4	5770-02-71	RICHLAND	130
5	5820-01-68	VERNON	162
6	1011-01-70	DANE	039
12	3320-02-71	ROCK	140
16	5780-03-61	CRAWFORD	131
17	5780-03-72	CRAWFORD	131
18	5780-03-81	CRAWFORD	131

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

# Northern Long-eared Bat (Myotis septentrionalis)

Northern long-eared bats (NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

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

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

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

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

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# **Rusty Patch Bumblebee (RPBB)**

Suitable habitat for RPBB is present within Area 13 project limits from Station 891+45 to Station 891+75, left and right, Station 954+88 to Station 956+00, right, and Station 913+42 to Station 915+63, left: Within these areas, strip topsoil prior to the growing season and provide the appropriate erosion control measures accordingly. Alternately, vegetation may be continuously mowed to a height of less than 6 inch beginning before the growing season and continued until grading is complete within these areas. All costs associated with work required within these locations to strip topsoil and provide the appropriate erosion control or mowing is considered incidental to the bid items the work is associated with.

## 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
	3 business days
Lane closures	5 business days
Ramp closures	3 business days

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

## Railroad

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

## **Area-Specific Traffic**

### Area 4

Traffic may be restricted to a single 12-foot-wide minimum clear roadway with a flagging operation during working hours. Utilize traffic control and flaggers according to the standard detail drawing entitled "Traffic Control for Lane Closure with Flagging Operation" for all construction occurring under one lane of traffic. No work shall be allowed on the opposing side of the roadway in a flagged section.

The project shall be open to two lanes of traffic at the end of the day.

Maintain access at all times to all commercial entrances, private entrances, and field entrances, unless the contractor obtains written permission from the property owner a minimum of 48 hours in advance of closing the access.

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Bicycles and pedestrians shall be accommodated through the work zone on the existing sidewalks and through temporary pedestrian accommodations. Maintain a continuous pedestrian path by means of existing, finished, or approved temporary facilities throughout the project at all times.

### Area 5

STH 162 may be reduced to one lane using flagging operations during working hours as allowed by the engineer.

During nighttime hours, no equipment or materials shall be parked or stored within 12 feet of the near edge of the shoulder being used during the actual performance of the work and shall not be parked or stored within the right-of-way unless otherwise approved by the engineer.

Both lanes of STH 162 shall be reopened to vehicular traffic at the end of each day with a minimum roadway width of 22-feet prior to and during nighttime hours.

Maintain local access to all sideroads, businesses and residences at all times. Maintain emergency access to the project area at all times. 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.

Construction operations shall be conducted in such a manner as to provide access to emergency vehicles at all times.

## Area 6

Reduce the speed limits within the work zone to 55 MPH when the lanes are closed and/or workers are within 12 feet of live traffic. Return the speed limit to 70 MPH when all lanes are open to traffic.

Do not deliver or store materials and equipment within open travel lanes or open side roads during any stage of construction. Conduct operations in a manner that will cause the least interference to traffic.

Notify the organizers below 48 hours in advance of the start of work, closures of existing roads, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for such work to be done on the following Monday.

## State Patrol/County Sheriff/Local Police

Wisconsin State Patrol – De Forest Office (608) 846-8500

Dane County Sheriff (608) 266-4948

De Forest Police Department (608) 846-6756

# Fire Departments/EMS/Ambulance

De Forest Windsor Fire & EMS Department (608) 846-4364, Ext 2501

## **School Districts**

De Forest School District (608) 842-6500

### Area 12

Maintain access to all commercial, private and field entrances throughout the length of the project at all times for local residents, businesses and emergency vehicles.

The contractor will check for and comply with local ordinances governing hours of operation of construction equipment.

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# Area 16

Provide the Crawford County Highway Department, the Crawford County Sheriff's Department, and the engineer a current telephone number which the contractor or his representatives can be contacted during non-working hours in the event a safety hazard develops. Also contact the above listed parties, as well as local emergency services, local school districts (to discuss bus routes), and the post office, prior to starting work and at critical times, such as traffic switches, detours, and road closures to inform them of traffic modifications to their routes.

Maintain access to all businesses and private properties at all times. Additional intermediate construction staging or staging gaps, not shown on the plans, may be necessary to maintain continuous access to all properties. If the contractor coordinates the closure of any access to a business or private property with the owner(s), provide written documentation of coordination with the owner(s) to the engineer.

Maintain access to properties and a minimum of one lane of travel within the project limits for property owners, businesses and emergency vehicles and personnel. Notify the Crawford County Sheriff, area fire and police departments, area school districts, and area EMS services of any work operation that may limit the accessibility for emergency vehicles.

Do not store equipment, materials, or vehicles on adjacent side streets near the project limits. In addition, vehicles of contractor's employees, subcontractors, subcontractors' employees, vendors, etc. shall not be parked in Municipal Parking Lots.

## Area 17

Maintain access to all commercial, private and field entrances throughout the length of the project at all times for local residents, businesses and emergency vehicles.

The contractor will check for and comply with local ordinances governing hours of operation of construction equipment.

## <u>Area 18</u>

Provide the Crawford County Highway Department and the Crawford County Sheriff's Department, and the engineer a current telephone number which the contractor or his representatives can be contacted during non-working hours in the event a safety hazard develops. Also contact the above listed parties, as well as local emergency services, local school districts (to discuss bus routes), and the post office, prior to starting work and at critical times, such as traffic switches, detours, and road closures to inform them of traffic modifications to their routes.

Maintain access to all businesses and private properties at all times. Additional intermediate construction staging or staging gaps, not shown on the plans, may be necessary to maintain continuous access to all properties. If the contractor coordinates the closure of any access to a business or private property with the owner(s), provide written documentation of coordination with the owner(s) to the engineer.

Do not store equipment, materials, or vehicles on adjacent side streets near the project limits. In addition, vehicles of contractor's employees, subcontractors, subcontractors' employees, vendors, etc. shall not be parked in Municipal Parking Lots.

# 7. Holiday Work Restrictions.

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

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- From noon Friday, November 22, 2024 to 6:00 AM Monday, November 25, 2024 for Gun Deer Weekend;
- From noon Wednesday, November 27, 2024 to 6:00 AM Monday, December 2, 2024 for Thanksgiving;
- From noon Tuesday, December 24, 2024 to 6:00 AM Thursday, December 26, 2024 for Christmas;
- From noon Tuesday, December 31, 2024 to 6:00 AM Thursday, January 2, 2025 for New Year's Day;

stp-107-005 (20210113)

# 8. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220. stp107-066(2008501)

Some of the utility work described below may be within the limits of this project and occur during the clearing work. In such situations, coordinate with the engineer and the affected utility such that the clearing work for this project is completed as required and will not result in significant utility delays for the future construction project for which this clearing work is being performed. For situations where the engineer has determined that the utility work will be delayed, provide a 14 to 16 calendar day advance notice of when the clearing work will be completed, and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility not less than three working days before the site will be ready for the utility to begin and/or resume its work.

Additional detailed information regarding the proposed and/or recently relocated utility facilities may be available on work plans and/or permits for each utility. Contact Josh Nelson of WisDOT at (608) 246-3857 for more information. Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

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

### Area 4

The following utility work may occur in this area while clearing is taking place:

**Alliant Energy – Electric** has facilities within the project limits. Prior to construction, Alliant will relocate poles located at Station 86 + 53, 31' LT, and Station 89 + 46, 36' RT.

**Frontier – Communication Line** has facilities within the project limits. Prior to construction, Frontier will remove the pole located at Station 87 + 10 28' RT of the reference line and will place a 2' extension arm on the existing power pole for clearance of the existing signal post at Station 80+42 RT.

**Lone Rock Utility – Sewer** has facilities within the project limits. The existing sanitary manhole located at Station 89 + 61 RT and existing manhole covers at Station 81+67, Station 83+04, Station 86+79, and Station 89+72 will remain in place. The WisDOT road contractor will adjust manhole covers during construction.

**Lone Rock Utility – Water** has facilities within the project limits. The existing water valve cover at Station 87+05 LT will remain in place. The WisDOT road contractor will adjust the water valve covers during construction.

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

- Alliant Energy Gas/Petroleum
- Reedsburg Utility Commission Communication Line
- Spectrum Communication Line
- WIConnect Wireless Communication Line

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# Area 5

The following utility work may occur in this area while clearing is taking place:

Coon Valley Farmers Telephone (COMLN) - Has facilities within the project limits.

All facility depths and offsets are approximate.

Watchdog Contact:

Brandon Seeley
Coon Valley Telephone
105 central Ave
Coon Valley, WI 54623
(608) 632-0047 cell
brandon.seeley@coonvalleytel.com

Station ~41+30 VE, RT placement of storm sewer inlet. Watchdog required.

A fiber-drop near Station ~41+30 VE, LT ~22' from center, By the storm sewer culvert on the west side of the road. This fiber drop is currently ~2'- 2" below the existing culvert. This is a non-active service drop. This drop can be removed during construction. WisDOT contractor can remove this drop during construction.

The following work will be performed prior to construction.

Station ~45+50 VE, LT Coon Valley Telephone has an abandoned copper drop on the pole in question. Coon Valley Telephone will remove this pole.

No Conflicts anticipated with Coon Valley Farmers Telephone facilities.

Fiber depths at crossings and highway parallels below.

# Crossing Depths

- Station ~35+60' VE ~ 4'6" (east side) to ~11'5" (west side)
- Station ~42+65' VE ~4' (east side) to ~4'4" (west side)
- Station ~50+65' VE ~9' (east side) to ~5' (west side)

# Parallel Depths

- Station ~34+00 VE, RT to Station ~42+65 RT
- Station ~34+75 VE, RT ~29' from center line, ~2'- 0" deep.
- Station ~35+50 VE, RT ~31' from center line, ~3'- 8" deep.
- Station ~35+75 VE, RT ~31' from center line, ~4'- 0" deep.
- Station ~37+50 VE, RT ~21' from center line, ~3'- 6" deep.
- Station ~38+75 VE, RT ~21' from center line, ~3'- 10" deep.
- Station ~39+25 VE, RT ~21' from center line, ~3'- 10" deep.
- Station ~40+50 VE, RT ~22' from center line, ~3'- 2" deep.
- Station ~41+30 VE, RT ~22' from center line, ~4'- 2" deep.
- Station ~42+40 VE, RT ~21' from center line, ~3'- 4" deep.
- Station ~42+65 VE, RT ~21' from center line, ~2'- 10" deep.
- Station 39+00 VE, LT to Station 50+65 VE, LT
- Station ~42.65 VE, LT ~21' from center line, ~3'- 2" deep.
- Station ~43+80 VE, LT ~20' from center line, ~3'- 0" deep.
- Station ~44+00 VE, LT ~40' from center line, ~6'- 0" deep.
- Creek bed crossing and Bridge at Station 45+35 to Station 46+60 is directionally drilled.
- Station ~45+00 VE, LT ~44' from center line, ~12'- 6" deep.
- Station ~45+25 VE, LT ~50' from center line, ~30'- 0" deep.
- Station ~45+45 VE, LT ~51' from center line, ~23'- 2" deep.

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- Station ~46+25 VE, LT ~50' from center line, ~24'- 0" deep.
- Station ~46+45 VE, LT ~48' from center line, ~22'- 8" deep.
- Station ~46+60 VE, LT ~44' from center line, ~12'- 4" deep.

# Mediacom (COMLN) - Has facilities within the project limits.

All facility depths and offsets are approximate.

Watchdog Contact:

Craig Eggert
Mediacom
1240 Highway 52 South
Chatfield, MN 55923
(563) 419-5160
ceggert@mediacomcc.com

Station ~39+30 VE, LT placement of new guard rails and posts. Watchdog required.

No Conflicts anticipated with Mediacom facilities.

Coax crossing, at Station ~32+90 VE, Coax & Conduit under existing roadbed will be discontinued inplace. It can be removed during road construction.

Coax crossing, at Station ~42+60. Depths are all over ~5' crossing the existing pavement.

Fiber at Station ~38+00 VE, LT to Station ~42+00, LT. Fiber depth is at 48" West side of existing pavement.

Fiber at Station ~39+30 VE LT Fiber depth is at ~3'11" and back from the last guardrail post.

Fiber at Station ~45+25 VE LT to Station ~45+50, LT. Fiber depth at both sides of stream crossing ~8-10'.

Fiber at Station ~47+00 VE LT Fiber depth ~7'.

Fiber at Station ~48+00 VE LT Fiber depth ~5'.

## Midwest Natural Gas (GSPTR) - Has facilities within the project limits.

All facility depths and offsets are approximate.

Watchdog Contact:

Brad Mashak
Midwest Natural Gas
3600 Hwy 157
La Crosse, Wi 54602
(608) 780-8918 cell
bradm@midwestnaturalgas.com

Station ~41+30 VE, RT placement of storm sewer inlet. Watchdog required.

Work to be completed prior to construction.

Gas pipeline will be discontinued in place between Station ~16+00 VE, RT to Station ~44+10 VE, RT off center line. Including gas line crossing under STH-162 at Station ~30+55 VE and ~38+20 VE.

Midwest Gas will be removing itself from the existing bridge structure Station  $\sim$ 30+75 VE, RT to Station  $\sim$ 31+50 VE, RT.

## Coon Valley Municipal Water Utility – (WATR) - Has facilities within the project limits.

All adjustments will be done during construction at final grading but before final paving.

Duration for Water Valve Adjustment. 1 day per each valve.

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Watermain valve box covers will need to be adjusted during construction at the following three locations. Adjustments will be done to match proposed grades.

- Station ~30+00, VE ~27.8' RT.
- Station ~35+74, VE ~16.5' RT.
- Station ~44+97, VE ~20.8' RT.

### Please coordinate with:

John Langaard Director of Public Works 205 Anderson Street Coon Valley, WI 54632 (608) 606-2842

## Xcel Energy - (ELCTY) - Has facilities within the project limits.

No conflicts anticipated with Xcel Energy electric distribution.

Station ~31+25 LT, Overhead Vertical clearance ~17', Horizontal clearance 10' OSHA mandated distance.

Station ~30+65 LT, No-conflict anticipated. Pole set to be at proper depth once road project is complete, if needed.

Station ~45+50 LT, No-conflict anticipated. Pole set to be at proper depth once road project is complete, if needed.

Line guards can be installed in advance for visual identification of overhead lines. Line Guards do not mean they can get closer.

Nick Johnson Xcel Energy Operations Manager (608) 789-3679

Nicholas.D.Johnson@xcelenergy.com

Laura Jorstad Xcel Energy Senior Operations Work Coordinator (608) 789-3628 Laura.Jorstad@xcelenergy.com

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

- Bangor Municipal Utility Electricity
- Northern Natural Gas Gas
- Village of Coon Valley Sewer

# Area 6

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

- Alliant Energy Electricity
- AT&T Legacy Communication line
- ATC Management, Inc. Electricity-transmission
- Brightspeed of Western Wisconsin, LLC Communication line
- Madison Gas and Electric Company Gas/Petroleum
- Spectrum Communication Line

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- TDS Metrocom LLC Communication Line
- Town of Vienna Sewer
- Village of Deforest Sewer
- Village of Deforest Water

# Area 12

The following utility work may occur in this area while clearing is taking place:

**AT&T Wisconsin - Communications** has a 25-pair copper cable buried on the east side of STH 140 between Station 318+00 and Station 323+00 that will be discontinued in place.

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

- Alliant Energy Electricity
- Alliant Energy Gas
- ANR Pipeline Gas
- ATC Management, Inc Electricity Transmission, has 138 kV transmission facilities within project limits
- Everstream Communications
- Frontier Communications
- Rock Energy Cooperative Electricity
- Spectrum Communications
- We Energies Gas

# **Area 16**

Alliant Energy - Electric has facilities within the project limits.

The following utility work may occur in this area while clearing is taking place:

Pole No.	Station Number	R or L	Dis. Off of C/L	Comments
	385+20			Remove existing overhead electric line crossing
32/27	385+54	R		Remove existing electric pole
	385+54 to 386+86	R		Remove existing electric overhead line
33/30	386+86	R		Remove existing electric pole
	387+00			Remove existing overhead electric line crossing
	386+86 to 388+24	R		Remove existing electric overhead line
33/33	388+24	R		Remove existing electric pole
	388+24 to 388+75			Remove existing electric overhead line

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The following utility poles will be added; this work may occur in this area while clearing is taking place:

Pole No.	Station Number	R or L	Dis. Off of C/L	Comments
32/27	384+70	R	30'	Install new electric pole
	384+70 30' R to 385+85 31' R	R		Install new underground electric cable in 2" conduit
	385+85 to 386+93	R	31'	Install new underground electric cable in 2" conduit
	386+93	R	34'	Install pad mount transformer
33/30	386+93	R	23'	Install new electric pole
	386+93 23' R to 386+93 34' R	R		Install new underground electric cable from new pole to new pad mount transformer
	387+00			Install new overhead electric service crossing
	386+93 31' R to 388+75 50' L			Install new underground electric cable in 2" conduit

# Brightspeed of Western WI, LLC - Communication Line has facilities within the project limits.

A watchdog has been requested by Brightspeed at the locations noted below.

- Station 381+88 RT
- Station 384+07 RT and Station 384+82 RT.
- Station 392+12 LT, Culvert CP#47
- Station 397+44 RT, Culvert CP#48
- Station 402+86 RT

# Watchdog Point of Contact:

Doug McGowan 135 North Bonson Street Platteville, WI 53818 (608) 342-4316

Doug.Mcgowan1@brightspeed.com

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

- Centurylink Communication Line
- Scenic Rivers Energy Coop Electricity

## Area 17

The following utility work may occur in this area while clearing is taking place:

Alliant Electric - Electric - Has facilities within the project limits.

Alliant Electric will Construct, reconstruct, relocate, remove, as shown in the plans below. All work to be completed prior to construction.

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	Station	R or L of CL	Dist from C/L	Pole No.
Install new Underground electric crossing	763+75	R		
Abandon existing underground electric crossing	764+00	R		
Remove existing pole	765+20	L	22	49/36
Install new pole	765+20	L	24	49/36
Install new pole	766+36	L	20	50/37
Remove existing pole	766+50	L	20	50/37
Remove existing pole	767+25	L	28	51/28
Install new pole	767+52	L	32	51/28
Remove existing pole	768+65	L	26	0/43
Install new pole	768+65	L	32	0/43
Remove existing pole	769+85	L	22	2/45
Install new pole	769+85	L	24	2/45
Remove existing pole	771+10	L	20	3/48
Install new pole	771+40	L	22	3/48
Abandon existing underground electric crossing	771+75	R		

# Gays Mills Water & Sewer Utility – Water - Has facilities within the project limits.

Adjust manholes at Station 381+33' RT to match the new finished pavement elevation. Perform this work according to the requirements of Adjusting Sanitary Sewer Manholes.

# Madison Gas & Electric – Gas/Petroleum - Has facilities within the project limits.

During construction MG&E will raise distribution gas main 4 to 6 inches to be above storm-sewer for 18-inch storm sewer from MH 1 to Inlet 1A near Station 749+86' LT. Provide advance notice after the blacktop and topsoil has been removed and the site will be available to the utility owner. Anticipate one working day for this work.

A watchdog request has been submitted for the areas noted below.

When working near high-pressure and distribution gas main during road grading and storm sewer pipe processes.

- Station 698+00' Culvert Pipe
- Station 757+14' Culvert Pipe
- Station 749+50' LT to Station 755+00' LT for storm sewer and road grading.
- Station 755+00' to Station 760+00' All road grading between stations listed.

# Watchdog Point of Contact:

MG&E Scott Gates (608) 778-4633 swgates@mge.com

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Mediacom Wisconsin LLC - Communication Line - Has facilities within the project limits

Mediacom will Construct, reconstruct, relocate, remove, as shown in the plans below. All work to be completed prior to construction.

Mediacom will transfer to new Alliant Energy poles being replaced from Station 763+75 to Station 771+40

Mediacom will be discontinuing the UG crossing at Station 771+75 and rerouting away from the project work.

### Richland Grant Telephone Cooperative - Communication Line - Has facilities within the project limits.

Richland Grant will Construct, reconstruct, relocate, remove, as shown in the plans below. All work to be completed prior to construction.

- At Station 361-376+50 Move cable back to edge of right-of-way 30-35' offset.
- At Station 764-770+15 Move cable and pedestals back to edge of right-of-way 30-35' offset and lower road crossings. All telephone pedestals will be removed along route. All copper facilities are discontinued.
- At Station 624+50' Fiber PED to move back prior to construction.

A watchdog request has been submitted for the areas noted below.

• Station 748+50' RT to Station 751+50' RT fiber drops to subscriber home.

## Watchdog Point of Contact:

Richland Grant Telephone Todd Gunderson 202 North East Street Blue River, WI 53518 (608) 391-0345

## Village of Soldiers Grove - Sewer - has facilities within the project limits.

Adjust manholes at Stations noted below to match the new finished pavement elevation. Perform this work according to the requirements of Adjusting Sanitary Sewer Manholes.

- Station 761+60' RT
- Station 764+08' RT
- Station 766+52' RT
- Station 767+28' LT
- Station 768+88' LT
- Station 771+65' LT
- Station 773+20' LT
- Station 774+35' LT

# Village of Soldiers Grove - Water - has facilities within the project limits.

Install insulation under the storm sewer inlet at the locations noted below. Perform this work according to Insulation Board Polystyrene 2-inch. The village contractor will lower or move the water main prior to construction. Delta 3 Engineering will coordinate with DOT engineer.

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- Station 750+00 RT
- Station 752+00 RT
- Station 754+75 RT
- Station 766+85 LT
- Station 768+20 RT
- Station 768+80 RT

Adjust water valves to match the new finished final grade elevation at the locations listed below. Perform this work according to the requirements of Adjusting Water Valves.

- Station 754+55' RT
- Station 760+30' LT
- Station 760+65' LT
- Station 766+60' LT (2)
- Station 768+60' RT
- Station 768+65' RT
- Station 768+75' RT
- Station 771+15' LT
- Station 771+45' RT

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

- Alliant Energy Gas/Petroleum
- ATC Management, Inc. Electricity Transmission 69 KV
- Brightspeed of Western WI, LLC Communication Line
- Dairyland Power Cooperative Electricity
- Scenic Rivers Energy Cooperative Electricity

#### Area 18

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

- Alliant Energy Electric
- Brightspeed of Western WI Communication Line
- Richland Grant Telephone Cooperative Communication line

# 9. Railroad Insurance and Coordination - Wisconsin and Southern Railroad Company – Area 4.

## **A** Description

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

# A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Wisconsin and Southern Railroad Company.

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

Also send a copy to the following: Scott Willinger, SW LaCrosse Region Railroad Coordinator; 3550 Mormon Coulee Road, La Crosse, WI 54601; Telephone (608) 792-1360; E-mail: <a href="mailto:gene.willinger@dot.wi.gov">gene.willinger@dot.wi.gov</a>

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Include the following information on the insurance document:

- Project ID: 5770-02-71

Project Location: Lone Rock, WisconsinRoute Name: STH 130, Richland County

- Crossing ID: 391 834H

- Railroad Subdivision: Prairie Sub

Railroad Milepost: 182.33

- Work Performed on or within 50' of RR right-of-way: Removing asphaltic surface milling, removing concrete sidewalk, excavation common, hma paving, and installing concrete sidewalk 4-inch, base aggregate dense 3/4", concrete curb and gutter 30-inch type d, detectable warning fields, topsol, seed, fertilizer, mulch, pavement markings, signing

## A.2 Train Operation

Approximately 2 through freight trains operate daily at up to 25 mph. There are no switching movements noted by the Railroad on the FRA crossing inventory dated February 5, 2024.

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

Todd Mulrooney, Superintendent of Engineering, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2045; E-mail <a href="mailto:tmulrooney@watco.com">tmulrooney@watco.com</a> for consultation on railroad requirements during construction.

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

# **Flagging Contact**

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

#### **Cable Locate Contact**

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

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

# A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. The railroad will replace existing crossing surface and replace with new crossing surface per project plans. Additionally, the railroad will be replacing existing cantilever mounted flashing lights and installing new cantilever lights and gates.

## A.5 Temporary Grade Crossing

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

stp-107-026 (20240105)

## 10. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit – Area 5.

The department has obtained an individual Section 404 Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting John Bainter at (608) 785-9729.

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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.

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)

# 11. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit – Area 18

The department has obtained an individual Section 404 Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Jered Lex, P.E. at (608) 785-9956.

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 – Area 5.

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

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

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

A certificate of permit coverage is available from the regional office by contacting John Bainter, PE at (608) 785-9729. Post the permit certificate in a conspicuous place at the construction site.

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

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

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

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

A certificate of permit coverage is available from the regional office by contacting Chris Hazard at (608) 245-2652. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

stp-107-056 (20230629)

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# 14. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – Area 16.

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

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

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

A certificate of permit coverage is available from the regional office by contacting Jered Lex, P.E. at (608) 785-9956. Post the permit certificate in a conspicuous place at the construction site. stp-107-056 (20230629)

# 15. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – Area 18.

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

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

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

A certificate of permit coverage is available from the regional office by contacting Jered Lex, P.E. at (608) 785-9956. Post the permit certificate in a conspicuous place at the construction site. stp-107-056 (20230629)

# 16. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

- 1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
- 2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
- 3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and

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- 4. Disinfect your boat, equipment and gear by either:
  - 4.1. Washing with ~212 F water (steam clean), or
  - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
  - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

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

stp-107-055 (20130615)

# 17. 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.

# 18. Mobilization Area 5, Item SPV.0060.01;

Mobilization Area 6, Item SPV.0060.02;

Mobilization Area 6, Item SPV.0060.03;

Mobilization Area 13, Item SPV.0060.04;

Mobilization Area 16, Item SPV.0060.05;

Mobilization Area 17, Item SPV.0060.06;

Mobilization Area 18, Item SPV.0060.07.

# **A** Description

Provide mobilization conforming to standard spec 619.

- B (Vacant)
- C (Vacant)

### **D** Measurement

The department will measure Mobilization (Area) once for each area, 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 Area 4	EACH
SPV.0060.02	Mobilization Area 5	EACH
SPV.0060.03	Mobilization Area 6	EACH
SPV.0060.04	Mobilization Area 12	EACH
SPV.0060.05	Mobilization Area 16	EACH
SPV.0060.06	Mobilization Area 17	EACH
SPV.0060.07	Mobilization Area 18	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.

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19. Traffic Control Area 4, Item SPV.0060.08;
Traffic Control Area 5, Item SPV.0060.09;
Traffic Control Area 6, Item SPV.0060.10;
Traffic Control Area 12, Item SPV.0060.11;
Traffic Control Area 16, Item SPV.0060.12;
Traffic Control Area 17, Item SPV.0060.13;
Traffic Control Area 18, Item SPV.0060.14.

# **A** Description

Provide traffic control conforming to standard spec 643.

Where applicable, provide a traffic control setup as shown in SDD 15D20, "Traffic Control, Single Lane Closure, Divided Non-Freeway/Expressway".

Where applicable, supply a traffic control setup as shown in SDD 15D30, "Traffic Control, Pedestrian Accommodation".

### **B** Materials

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

Furnish traffic control devices, including Signs, Temporary Pedestrian Accommodations, and Drums according to the pertinent requirements of standard spec 643 and 644.

### **C** Construction

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

## **D** Measurement

The department will measure Mobilization (Area) once for each area, 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.0060.08	Traffic Control Area 4	EACH
SPV.0060.09	Traffic Control Area 5	EACH
SPV.0060.10	Traffic Control Area 6	EACH
SPV.0060.11	Traffic Control Area 12	EACH
SPV.0060.12	Traffic Control Area 16	EACH
SPV.0060.13	Traffic Control Area 17	EACH
SPV.0060.14	Traffic Control Area 18	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.

# 20. Semi-Permanent Restoration, Item SPV.0060.15.

### **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 area begins.

#### **B** Materials

Furnish erosion control materials, including temporary 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 at inadvertent ground disturbances or as the engineer directs in accordance with standard spec 628 and 630.

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# **D** Measurement

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

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.15Semi-Permanent RestorationEACH

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; emergency moving of personnel, moving equipment and materials; providing, handling and storing seed; for providing and inoculating seed as specified in standard spec 630; and for preparing the seed bed, sowing, covering, and firming the seed.

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# **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:

## 108 Prosecution and Progress

Add subsection 108.9.4.1 effective with the November 2023 letting:

## 108.9.4.1 Winter Suspension for Completion Date Contracts

- (1) The contractor may request a winter suspension for a completion date contract. If the department determines weather conditions do not allow for the completion of the remaining work, the department may approve the contractor's request and determine the start date of the winter suspension. The end date of the winter suspension is March 31 or a date mutually agreed upon by both parties. For multi-year contracts, the department will only consider winter suspension for the final year of the contract.
- (2) During winter suspension, store all materials in a manner that does not obstruct vehicular and pedestrian traffic and protect the materials from damage. Install traffic control and other safety devices necessary to protect the traveling public and pedestrians. Provide suitable drainage and install temporary erosion control where necessary. If the winter suspension begins when liquidated damages are being assessed, or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the cost of necessary pre-suspension work is incidental. If the winter suspension begins prior to the contract completion date, and the work has progressed as scheduled and would have been completed prior to the completion date, the cost of pre-suspension work will be paid as specified under 109.4.
- (3) For a winter suspension that begins prior to the contract completion date and the work has progressed as scheduled and would have been completed prior to the completion date, the engineer will extend contract time to correspond with the end of the winter suspension and liquidated damages will not be assessed during the winter suspension.
- (4) For a winter suspension that begins when liquidated damages are being assessed or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the engineer will not extend contract time. Time will be suspended until the end of the winter suspension. Liquidated damages will not be assessed during the winter suspension and liquidated damages will resume at the end of the winter suspension.

## 108.10.2 Excusable, Non-Compensable Delays

## 108.10.2.1 General

Replace entire section with the following effective with the January 2024 letting:

- (1) Non-compensable delays, 108.10.2.1(3), are excusable delays not the contractor's or the department's fault. The engineer will not pay for the delay costs listed in 109.4.7 for non-compensable delays.
- (2) For non-compensable delays under calendar day and completion date contracts, the engineer will extend contract time if the conditions specified in 108.10.1 are met. The department will relieve the contractor from associated liquidated damages, as specified in 108.11, if the engineer extends time under 108.10.1.
- (3) The following are non-compensable delays:
  - 1. Delays due to earthquakes, other cataclysmic phenomena of nature the contractor cannot foresee and avoid, severe weather or job conditions caused by recent weather as specified in 108.10.2.2.
  - 2. Extraordinary delays in material deliveries the contractor or their suppliers cannot foresee and forestall resulting from strikes, lockouts, freight embargoes, industry-wide shortages, governmental acts, or sudden disasters.
  - 3. Delays due to acts of the government, a political subdivision other than the department, or the public enemy.
  - 4. Delays from fires or epidemics.
  - Delays from strikes beyond the contractor's power to settle not caused by improper acts or omissions of the contractor, their subcontractors, or their suppliers.
  - 6. Altered quantities as specified in 109.3.

## 108.10.3 Excusable Compensable Delays

Replace entire section with the following effective with the January 2024 letting:

- (1) Compensable delays are excusable delays due to the department's actions or lack of actions. The engineer will grant a time extension for a compensable delay if the conditions specified in 108.10.1 are met.
- (2) The following are compensable delays:

- 1. A contract change for revised work as specified for extra work under 104.2.2.1, for a differing site condition under 104.2.2.2, or for significant changes in the character of the work under 104.2.2.4.
- 2. A contract change for an engineer-ordered suspension under 104.2.2.3.
- 3. The unexpected discovery of human remains, an archaeological find, or historical find consistent with 107.25.
- 4. The unexpected discovery of a hazardous substance consistent with 107.24.
- 5. The non-completion of work that utilities or other third parties perform, if that work is not completed as specified in the contract.
- (3) For a compensable delay or a time extension, the department will relieve the contractor from associated liquidated damages under 108.11, and will pay the contractor for delay costs determined as follows:
  - 1. Adjust the contract price as specified in 109.4.2 through 109.4.5 for delays under item 1 of 108.10.3(2).
  - 2. Adjust the contract price as specified in 109.4.7 for delays under items 2 through 5 of 108.10.3(2).

### 310 Open Graded Base

#### 310.2 Materials

Replace paragraph two with the following effective with the November 2023 letting:

(2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in Table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

### TABLE 310-01 COARSE AGGREGATE (% passing by weight)

#### **AASHTO No. 67<sup>[1]</sup>**

AASHTO NO. 07				
COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67				
-				
-				
100				
90 – 100				
-				
20 – 55				
0 – 10				
0 – 5				
-				
-				
-				
-				
<=1.5				

[1] Size according to AASHTO M43.

## 390 Base Patching

### 390.4 Measurement

Replace entire section with the following effective with the November 2023 letting:

- (1) The department will measure Removing Pavement for Base Patching by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.
- (2) The department will measure Base Patching Asphaltic by the ton acceptably completed as specified for asphaltic pavement in 450.4.
- (3) The department will measure Base Patching Concrete HES and Base Patching Concrete SHES by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.

### 390.5 Payment

Replace entire section with the following effective with the November 2023 letting:

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

•		_
ITEM NUMBER	<u>DESCRIPTION</u>	<u>UNIT</u>
390.0100	Removing Pavement for Base Patching	CY
390.0201	Base Patching Asphaltic	TON
390.0305	Base Patching Concrete HES	CY
390.0405	Base Patching Concrete SHES	CY

- (2) Payment for Removing Pavement for Base Patching is full compensation for removing old pavement; for preparing the foundation and bringing up to grade. If the engineer orders the contractor to excavate yielding or unstable subgrade materials and backfill with suitable materials, the department will pay for that work with contract bid items or as agreed upon using 109.4.
- (3) Payment for Base Patching Asphaltic is full compensation for providing and compacting asphaltic mixture including asphaltic binder.
- (4) Payment for Base Patching Concrete HES and Base Patching Concrete SHES is full compensation for providing, curing, and protecting concrete. Payment also includes providing tie bars and dowel bars in unhardened concrete and steel within the patch. For tie bars and dowel bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars and Drilled Dowel Bars bid items as specified in 416.5.
- (5) Payment for Base Patching SHES also includes providing test data to the engineer as specified in 416.2.4.
- (6) The department will pay for sawing existing concrete pavement for removal under the Sawing Concrete bid item as specified in 690.5.

### **460 Hot Mix Asphalt Pavement**

#### 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph four with the following effective with the November 2023 letting:

(4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

### Blended aggregate gradations:

### Drum plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to WTM T11 and T27.

### Batch plants:

 Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.

#### Asphalt content (AC) in percent:

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308.
- AC by chemical extraction according to AASHTO T-164 method A or B.
- AC by automated extraction according to WTM D8159.
- If the department is using an ignition oven to determine AC, conform to WTP H003.
- If the department is not using an ignition oven to determine AC, ignition oven correction factor (IOCF) must still be reverified for any of the reasons listed in WTP H003 Table 2 and conform to WTP H-003 sections 3 through 6.
- Gradation of resulting aggregate sample determined according to WTM T30.

### Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

Air voids (Va) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

### 460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the November 2023 letting:

(3) The department will perform testing conforming to the following standards:

Bulk specific gravity (G<sub>mb</sub>) of the compacted mixture according to WTM T166.

Maximum specific gravity (Gmm) according to WTM T209.

Air voids (Va) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

Asphalt content by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B, or automated extraction according to WTM D8159. If using an ignition oven to determine AC, conform to WTP H-003.

### 460.3.3.2 Pavement Density Determinations

Replace entire section with the following effective with the February 2024 letting:

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355. The engineer will determine density according to CMM 815 and WTM T355 as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as one day's production for each sublot type or one production shift if running 24 hours per day and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of the tests taken for that lot. The department determines the number of tests per lot according to WTP H-002.
- (4) An HTCP-certified Nuclear Density Technician I (NUCDENSITYTEC-I) or a nuclear density ACT working under a NUCDENSITYTEC-I technician, will locate samples and perform the testing. A NUCDENSITYTEC-I technician will coordinate and take responsibility for the work an ACT performs. No more than one ACT can work under a single NUCDENSITYTEC-I technician. The responsible NUCDENSITYTEC-I technician will ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly.

#### **503 Prestressed Concrete Members**

#### 503.2.2 Concrete

Replace paragraph five with the following effective with the November 2023 letting:

(5) Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use non-air-entrained concrete. Use type I, IL, IS, IP, IT, II, or III cement. The contractor may replace up to 30 percent of type I, IL, II, or III cement with an equal weight of fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.4.2.2 and slag conforms to 501.2.4.2.3. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.5.2 for air-entrained concrete. Use only coarse aggregate conforming to 310.2(2).

### 604 Slope Paving

#### 604.2 Materials

Replace paragraph three with the following effective with the November 2023 letting:

(3) Under the Slope Paving Crushed Aggregate bid item, furnish crushed stone or crushed gravel conforming to the gradation in Table 604-01, but with the additional requirements that at least 75 percent of the particles, by count, have at least one fractured face. Determine fracture according to WTM D5821.

TABLE 604-01 COARSE AGGREGATE (% passing by weight)

### AASHTO No. 4<sup>[1]</sup>

SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 4
2-inch	100
1 1/2-inch	90 - 100
1-inch	20 - 55
3/4-inch	0 - 15
1/2-inch	-
3/8-inch	0 - 5
No. 4	-
No. 8	-
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

<sup>[1]</sup> Size according to AASHTO M43.

#### 612 Underdrains

### 612.3.9 Trench Underdrains

Replace paragraph one with the following effective with the November 2023 letting:

(1) Under the Underdrain Trench bid item, excavate and backfill underdrain trenches. Backfill with coarse aggregate gradation conforming to 604.2(3). Before backfilling place geotextile as the plans show.

### 614 Semi-rigid Barrier Systems and End Treatments

### 614.2.6 Sand Barrel Arrays

Replace paragraph one with the following effective with the November 2023 letting:

(1) Furnish sand barrels from the APL. Use fine aggregate conforming to gradation shown in Table 614-2 mixed with sodium chloride conforming to AASHTO M143. Apply an object marker to front-most barrel in the array.

**TABLE 614-2 FINE AGGREGATE GRADATION** 

SEIVE	FINE AGGREGATE (% PASSING by WEIGHT)
3/8-inch	100
No. 4	90 - 100
No. 8	-
No. 16	45 - 85
No. 30	-
No. 50	5 - 30
No. 100	0 - 10
No. 200	<=3.5

#### **628 Erosion Control**

### 628.2.13 Rock Bags

Replace paragraph two with the following effective with the November 2023 letting:

(2) Fill the bags with a clean, sound, hard, durable, engineer-approved coarse aggregate conforming by visual inspection to the gradation specified for coarse aggregate gradation in 604.2(3).

#### 639 Drilling Wells

### 639.2.1 General

Replace paragraph two with the following effective with the November 2023 letting:

(2) For grout use fine aggregate conforming to 501.2.7.2; and gradation conforming to 614.2.6(1); and type I, IL, IS, IP, or IT cement.

### 652 Electrical Conduit

### 652.3.1.2 Installing Underground

Replace paragraph two with the following effective with the November 2023 letting:

(2) Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in 651.3. Place at least 0.7 cubic feet of coarse aggregate gradation conforming to 604.2(3) directly under each drainage hole.

### **ERRATA**

### 390.3.4 Special High Early Strength Concrete Patching

Correct errata link in paragraph (1) by changing from 416.3.8 to 416.3.7.

- (1) Construct as specified for special high early strength repairs under 416.3.7 except as follows:
  - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
  - Open to traffic as specified for concrete base in 320.3.

### **ADDITIONAL SPECIAL PROVISION 7**

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

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

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

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

### **ADDITIONAL SPECIAL PROVISION 9**

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

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

### NON-DISCRIMINATION PROVISIONS

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

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients 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 <u>88 FR 57750 (2 CFR part 184 and 200)</u> from the Office of Management and Budget: <u>Federal Register: Guidance for Grants and Agreements</u>) 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 <u>88 FR 57750 (2 CFR part 184 and 200)</u> and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

<u>88 FR 55817 (DOT-OST-2022-0124)</u> allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

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

### https://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.

<sup>1</sup> The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. 2 The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).







# **Proposal Schedule of Items**

Page 1 of 2

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	137.000 STA		
0004	201.0120 Clearing	178.000 ID	<u></u>	
0006	213.0100 Finishing Roadway (project) 01. 5105- 16-61	1.000 EACH	<u> </u>	<del></del>
8000	618.0100 Maintenance and Repair of Haul Roads (project) 01. 5105-16-61	1.000 EACH		
0010	627.0200 Mulching	21,875.000 SY	·	
0012	628.1504 Silt Fence	875.000 LF	<u> </u>	
0014	628.1520 Silt Fence Maintenance	875.000 LF		
0016	628.6510 Soil Stabilizer Type B	4.500 ACRE		
0018	SPV.0060 Special 01. Mobilization Area 4	1.000 EACH		
0020	SPV.0060 Special 02. Mobilization Area 5	1.000 EACH		
0022	SPV.0060 Special 03. Mobilization Area 6	1.000 EACH	<u> </u>	<u> </u>
0024	SPV.0060 Special 04. Mobilization Area 12	1.000 EACH		
0026	SPV.0060 Special 05. Mobilization Area 16	1.000 EACH		
0028	SPV.0060 Special 06. Mobilization Area 17	1.000 EACH		
0030	SPV.0060 Special 07. Mobilization Area 18	1.000 EACH	<u> </u>	







# **Proposal Schedule of Items**

Page 2 of 2

Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	SPV.0060 Special 08. Traffic Control Area 4	1.000 EACH	·	·
0034	SPV.0060 Special 09. Traffic Control Area 5	1.000 EACH	·	·
0036	SPV.0060 Special 10. Traffic Control Area 6	1.000 EACH		·
0038	SPV.0060 Special 11. Traffic Control Area 12	1.000 EACH		·
0040	SPV.0060 Special 12. Traffic Control Area 16	1.000 EACH		·
0042	SPV.0060 Special 13. Traffic Control Area 17	1.000 EACH		<u> </u>
0044	SPV.0060 Special 14. Traffic Control Area 18	1.000 EACH		·
0046	SPV.0060 Special 15. Semi-Permanent Restoration	7.000 EACH	·	<u></u>
	Section: 00	01	Total:	

Total Bid:

# PLEASE ATTACH ADDENDA HERE



# **Wisconsin Department of Transportation**

August 1, 2024

**Division of Transportation Systems Development** 

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

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

### **NOTICE TO ALL CONTRACTORS:**

Proposal #01: 5105-16-31

**Region Wide Tree Clearing** 

**Varies Locations** 

**NON HWY** 

**Southwest Region Wide** 

# Letting of August 13, 2024

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

### **Special Provisions:**

	Added Special Provisions			
Article No.	Description			
21	Site Mobilization, Item SPV.0060.16			
22	Site Traffic Control, Item SPV.0060.17.			
23	Work on Shoulder or Parking Lane, Item SPV.0060.18			
24	Shoulder Closure on Divided Roadway, Item SPV.0060.19			
25	Lane Closure With Flagging Operation, Item SPV.0060.20			

	Deleted Special Provisions			
Article No.	Description			
18	Mobilization Area 5, Item SPV.0060.01; Mobilization Area 6, Item SPV.0060.02; Mobilization Area 6, Item SPV.0060.03; Mobilization Area 13, Item SPV.0060.04; Mobilization Area 16, Item SPV.0060.05; Mobilization Area 17, Item SPV.0060.06; Mobilization Area 18, Item SPV.0060.07.			
19	Traffic Control Area 4, Item SPV.0060.08; Traffic Control Area 5, Item SPV.0060.09; Traffic Control Area 6, Item SPV.0060.10; Traffic Control Area 12, Item SPV.0060.11; Traffic Control Area 16, Item SPV.0060.12; Traffic Control Area 17, Item SPV.0060.13; Traffic Control Area 18, Item SPV.0060.14			

### **Schedule of Items:**

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
SPV.0060.16	Site Mobilization	EACH	0	7	7
SPV.0060.17	Site Traffic Control	EACH	0	29	29

SPV.0060.18	Work on Shoulder or Parking Lane	EACH	0	29	29
SPV.0060.19	Shoulder Closure on Divided Roadway	EACH	0	29	29
SPV.0060.20	Lane Closure with Flagging Operation	EACH	0	29	29

Deleted Bid Item Quantities						
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum	
SPV.0060.01	Mobilization Area 4	EACH	1	-1	0	
SPV.0060.02	Mobilization Area 5	EACH	1	-1	0	
SPV.0060.03	Mobilization Area 6	EACH	1	-1	0	
SPV.0060.04	Mobilization Area 12	EACH	1	-1	0	
SPV.0060.05	Mobilization Area 16	EACH	1	-1	0	
SPV.0060.06	Mobilization Area 17	EACH	1	-1	0	
SPV.0060.07	Mobilization Area 18	EACH	1	-1	0	
SPV.0060.08	Traffic Control Area 4	EACH	1	-1	0	
SPV.0060.09	Traffic Control Area 5	EACH	1	-1	0	
SPV.0060.10	Traffic Control Area 6	EACH	1	-1	0	
SPV.0060.11	Traffic Control Area 12	EACH	1	-1	0	
SPV.0060.12	Traffic Control Area 16	EACH	1	-1	0	
SPV.0060.13	Traffic Control Area 17	EACH	1	-1	0	
SPV.0060.14	Traffic Control Area 18	EACH	1	-1	0	

## **Plan Sheets:**

Revised Plan Sheets				
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)			
10	Updated overview table and map to indicate which areas are released with LET and which areas may be included in future work orders.			

Added Plan Sheets			
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)		
10A	10A Sheet includes area overview of locations released to be LET (Area 4,5, and 6)		

Deleted Plan Sheets			
Plan Sheet	Plan Sheet Title (brief description of why sheet was deleted)		
11	11 Sheet included area overview locations not released to be LET (Area 1,2,and 3)		

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 5105-16-61

### August 1, 2024

### **Special Provisions**

### 18. DELETED

#### 19. DELETED

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

### **A Description**

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

B (Vacant)

C (Vacant)

#### **D** Measurement

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

#### E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.01

Site Mobilization

EACH

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

### 22. Site Traffic Control, Item SPV.0060.02.

#### **A** Description

Provide traffic control conforming to standard spec 643.

B (Vacant)

C (Vacant)

#### **D** Measurement

The department will measure Site Traffic Control once for each site acceptably completed.

### **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.02

Site Traffic Control

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.

### 23. Work on Shoulder or Parking Lane, Item SPV.0060.03.

### **A** Description

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

#### **B** Materials

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

#### **C** Construction

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

### **D** Measurement

The department will measure Work on Shoulder or Parking Lane, Undivided Roadway by each site acceptably completed.

### E Payment

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

ITEM NUMBER **DESCRIPTION** SPV.0060.02 Work on Shoulder or Parking Lane UNIT

EACH Payment is full compensation for furnishing and maintaining devices as well as costs associated with traffic

control required under SPV.0060.02 but not included in SPV.0060.02.

#### 24. Shoulder Closure on Divided Roadway, Item SPV.0060.04.

### **A** Description

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

### **B** Materials

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

### **C** Construction

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

#### **D** Measurement

The department will measure Work on Shoulder or Parking Lane, Undivided Roadway by each site acceptably completed.

### E Payment

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

ITEM NUMBER **DESCRIPTION** 

UNIT FACH

SPV.0060.03 Shoulder Closure on Divided Roadway

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

#### Lane Closure With Flagging Operation, Item SPV.0060.05. 25.

#### **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 specification 643.

#### **C** Construction

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

### **D** Measurement

The department will measure Lane Closure With Flagging Operation by each site acceptably completed.

### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.03 Lane Closure With Flagging Operation EACH

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

### Schedule of Items

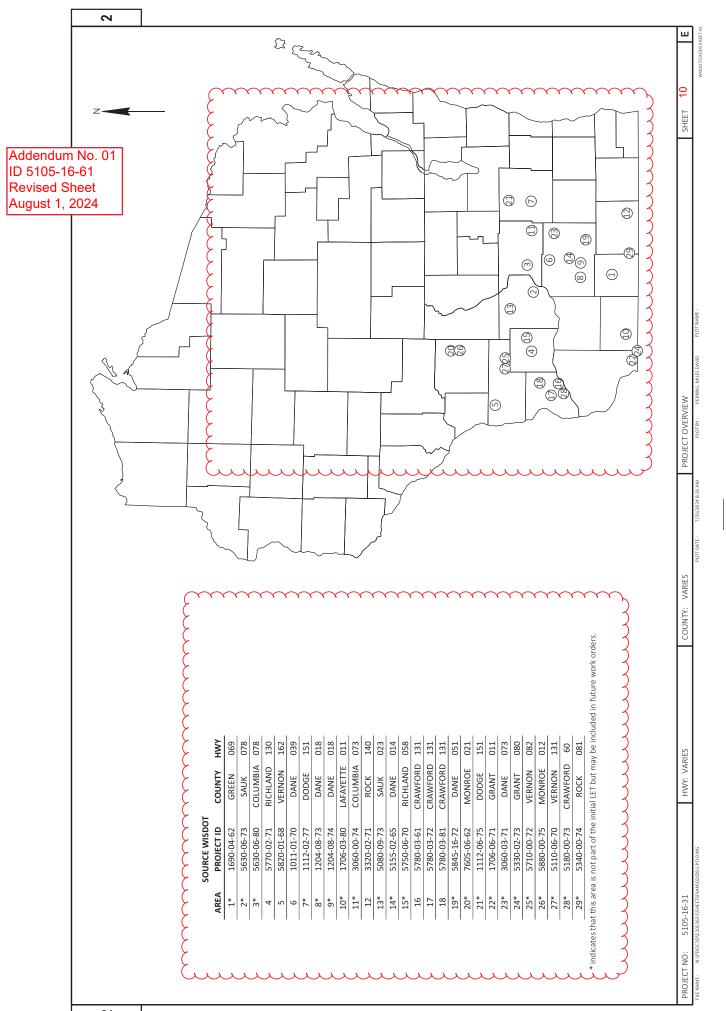
Attached, dated August 1, 2024, are the revised Schedule of Items Pages 1-2.

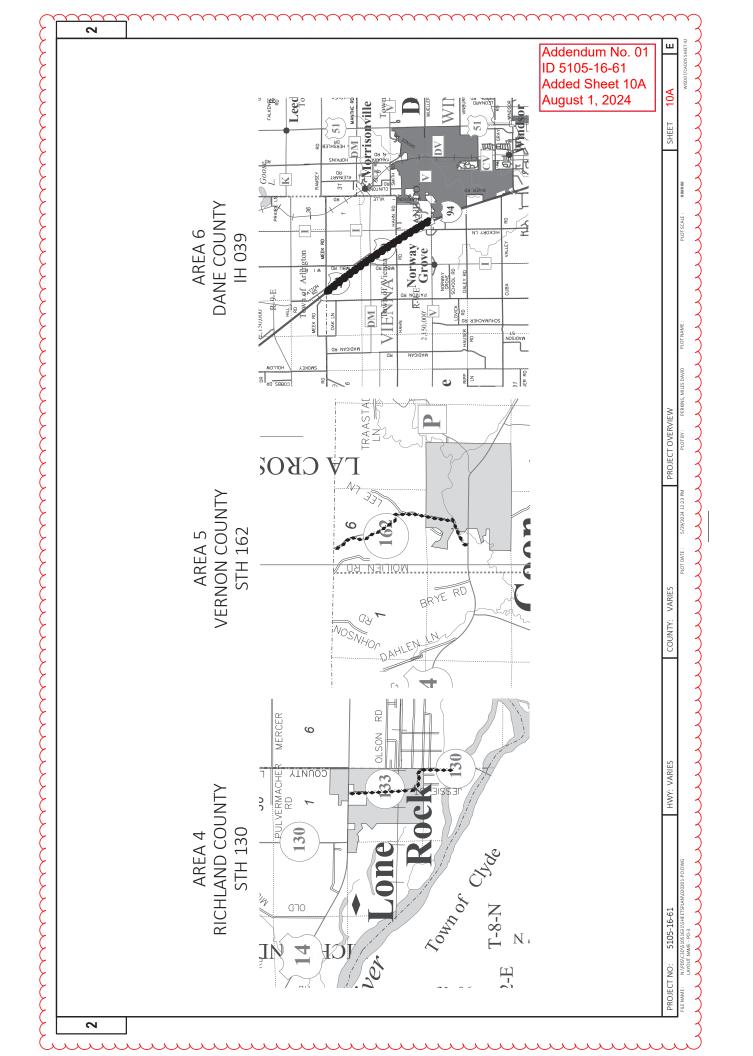
#### **Plan Sheets**

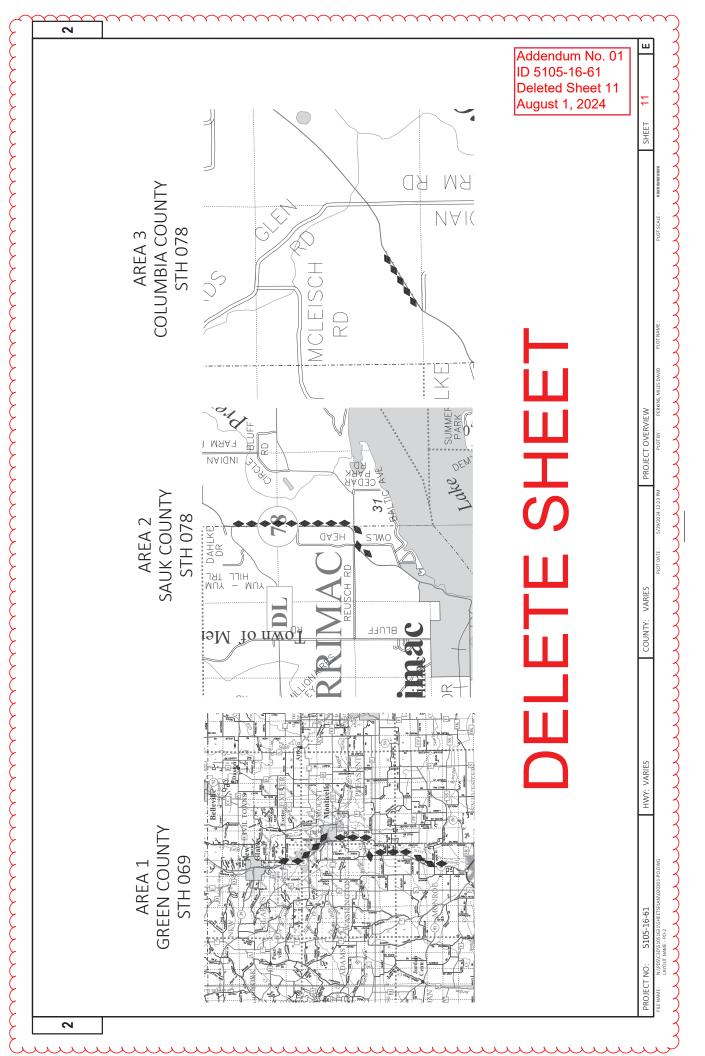
The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 10 Added: 10A Deleted: 11

**END OF ADDENDUM** 











# **Proposal Schedule of Items**

Page 1 of 2

08/01/2024 13:12:53

Federal ID(s): N/A

**SECTION:** 0001 Contract Items

Alt Set ID: Alt Mbr ID:

0004 22 0006 22 0008 66 0008 66 0010 66 0012 66	201.0105 Clearing 201.0120 Clearing 213.0100 Finishing Roadway (project) 01. 5105-16-61 618.0100 Maintenance and Repair of Haul Roads	137.000 STA 178.000 ID 1.000 EACH		
0006 22 F 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Clearing 213.0100 Finishing Roadway (project) 01. 5105- 16-61 618.0100	ID 1.000 EACH	·	·
0008 6 M ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	Finishing Roadway (project) 01. 5105- 16-61 618.0100	EACH	·	
0010 6 M		1 000		<del></del>
0012	(project) 01. 5105-16-61	EACH		·
	627.0200 Mulching	21,875.000 SY	·	·
	628.1504 Silt Fence	875.000 LF		
	628.1520 Silt Fence Maintenance	875.000 LF		
	628.6510 Soil Stabilizer Type B	4.500 ACRE		
	SPV.0060 Special 15. Semi-Permanent Restoration	7.000 EACH	·	·
	SPV.0060 Special 16. Site Mobilization	7.000 EACH		
-	SPV.0060 Special 17. Site Traffic Control	29.000 EACH		
9	SPV.0060 Special 18. Work on Shoulder or Parking Lane	29.000 EACH		·
5	SPV.0060 Special 19. Shoulder Closure on Divided Roadway	29.000 EACH	·	<u> </u>
0056	SPV.0060	29.000 EACH		

Section: 0001 Total: .

Total Bid:	<u> </u>