

HIGHWAY WORK PROPOSAL

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

Proposal Number: **004**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Statewide	3742-02-70	N/A	Statewide Tree Clearing Project; Various Counties (Swr & Ser)	NON HWY

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

Proposal Guaranty Required: \$40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: September 12, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <div style="text-align: center;">SAMPLE NOT FOR BIDDING PURPOSES</div>
Contract Completion Time April 15, 2024	
Assigned Disadvantaged Business Enterprise Goal 0%	
This contract is exempt from federal oversight.	

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

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

Subscribed and sworn to before me this date _____

 (Signature, Notary Public, State of Wisconsin)

 (Bidder Signature)

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

 (Print or Type Bidder Name)

 (Date Commission Expires)

 (Bidder Title)

Notary Seal

Type of Work: Tree Clearing.	For Department Use Only	
	Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

<https://wisconsin.gov/Pages/doing-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™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

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

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

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

<https://wisconsin.gov/Pages/doing-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™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
 Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

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

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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

Instructions for Certification

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

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

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

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

Special Provisions

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STSP'S Revised January 13, 2023

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 3742-02-70, Statewide Tree Clearing Project, Various Counties (SWR & SER), Various Counties, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 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 (20230113)

Bidding Information

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

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

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

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

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

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

2. Scope of Work.

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

104-005 (20090901)

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

Definitions

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

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

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

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

Contract Description

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

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

Estimated Quantities

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

Bid Item	Unit	Current Contract Amount	Minimum	Maximum
201.0105	STA	393 STA	200 STA	1,300 STA
201.0120	ID	2,181 ID	1,000 ID	5,500 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 16, 2023.

Anticipated second work order: December 1, 2023.

Additional work orders will not be issued after March 1, 2024.

4. Prosecution and Progress.

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

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

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

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

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

Complete all tree cutting by March 15, 2024. 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, 2024.

Interim Completion and Liquidated Damages – Tree Cutting: March 15, 2024

Complete all tree cutting by March 15, 2024.

If the contractor fails to complete all tree cutting by March 15, 2024, 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, 2024. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

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

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

Coordination

The work sites in this contract are referred to as 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	HIGHWAY
1	1030-43-72	MILWAUKEE	IH 41
2	1067-02-73	JEFFERSON	IH 94
3	1090-09-76	WAUKESHA	IH 43
4	2025-07-73	WAUKESHA	STH 190
5	2290-03-73	RACINE	STH 38
6	2420-00-70	KENOSHA	STH 75
7	3120-10-70	WALWORTH	USH 12
8	3120-12-70	WALWORTH	USH 12
9	3190-11-70	WALWORTH	STH 36
10	3670-00-74	DANE	STH 89
11	4910-02-70	WALWORTH	STH 11
12	6040-00-74	COLUMBIA	STH 33
13	6085-02-75	DANE	STH 19
14	1100-45-70	Milwaukee	IH 894

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

Fish Spawning

Area 3

There shall be no instream disturbance of Muskego Creek and tributaries to Muskego Creek as a result of construction activity under or for this contract, from March 1st to June 1st both dates inclusive, in order to avoid adverse impacts upon the spawning of fish species.

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

Area 5

There shall be no instream disturbance of Root River at Station 234+75 as a result of construction activity under or for this contract in order to avoid adverse impacts upon the spawning of fish species for the following dates:

- March 1 – June 14, both dates inclusive
- September 1 – November 29, both dates inclusive

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

Area 6

There shall be no instream disturbance of Eagle Lake Ditch at Station 542+90 'NB' as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon fish spawning and migration.

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

Area 7

There shall be no instream disturbance of Sugar Creek at Station 670+00 as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish and other aquatic organisms.

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

Area 10

There shall be no instream disturbance of Mud Creek at Station 252+42 as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of warm water fishery species.

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

Area 11

There shall be no instream disturbance of Baker Creek at Station 88+50 as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish and other aquatic organisms.

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

Area 14

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

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

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.

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.

Queensnake

Area 5

Queensnake habitat is present within 20 feet of the Root River water surface in the northeast, southeast and southwest quadrant of the STH 38 structure. Areas under existing B-51-0012 and in the northwest quadrant of the structure is not considered suitable queensnake habitat. The active season for the Queensnake is dependent on air/soil temperatures but will be no shorter than May 1 – September 30, both dates inclusive.

Clear all vegetation with hand tools within 20 feet of the Root River in the northeast, southeast and southwest of the bridge. Vegetation removal may take place during the inactive season with no monitor present if activities are not impacting below the ground surface. Grubbing of vegetation in conflict with the proposed structure work shall occur during the Queensnake active season with a monitor present. Grubbing of vegetation can take place with either hand tools or machine operated equipment.

5. 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
Lane and shoulder closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

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

Railroad

With the exception of Area 12 where STSP 107-026 applies: Do not place any items within 50-feet of the railroad right-of-way, including items that could foul the same area. Including but not limited to signing, equipment, or material. This includes at-grade crossings and structures with RR under or over. If this is not adhered to Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

Area-Specific Traffic

Area 1

Keep the freeways, system ramps and all service ramps open to traffic at all times for the duration of this project. The work under this contract is to be completed using shoulder closures along IH 41 SB and Ramsey Ave. Do not close freeway lanes, system ramps or service ramps at any time. There are no restriction times for shoulder closures. Follow standard details and traffic control details for closures. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer so that approval, or disapproval, is obtained at least three business days prior to any closure.

Supplement standard spec 643.3.1 with the following:

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

Do not permit construction or personnel equipment or vehicles to directly cross the live traffic lanes of IH 41/94. Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of IH 41/94 with equipment or vehicles.

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

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

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

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

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

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

Area 3

Do not close freeway lanes or service ramps at any time. There are no restriction times for shoulder closures.

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

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

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

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

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

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

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

Keep the freeways and all service ramps open to traffic at all times for the duration of this project.

The work under this contract is to be completed using shoulder closures along IH 43 NB, IH 43 SB, IH 43 NB on ramp from STH 164, IH 43 NB off ramp to CTH Y, IH 43 NB on ramp from CTH Y, IH 43 NB off ramp to CTH O, and IH 43 NB on ramp from CTH O.

Area 5

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment on STH 38 and the surrounding area from 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

Area 7

Flagging operations will be restricted to Monday – Thursday between the hours of 8:00 AM and 3:00 PM on USH 12.

Area 8

Flagging operations on USH 12 will be restricted to Monday – Thursday between the hours of 8:00 AM and 3:00 PM.

Flagging operations on CTH ES will be restricted to daylight hours.

Area 10

Notify the Dane County Sheriff's Department, Columbia County Sheriff's Department, Dane County Department of Public Works, Highway, & Transportation, Columbia County Highway & Transportation Department, Columbus Fire Department, Waterloo Fire Department, Marshall Fire Department, Waterloo Public Schools District and Columbus School District, 72 hours in advance of the start of work and prior to traffic control changes. Notifications must be given by 4:00 PM on Wednesday for any such work to be done on the following Monday. Advance notification as described above is considered incidental to the work.

Area 11

Flagging operations will be restricted to daylight hours on STH 11

Area 13

Provide the name and number of a local person responsible for the emergency maintenance of traffic control at least 7 calendar days in advance of starting construction to the engineer, City of Sun Prairie and all local police, fire, and EMS.

Maintain pedestrian access along STH 19 within areas of existing sidewalk and crosswalks as shown on the Pedestrian Access details in the plan and in accordance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

No operations shall take place until traffic control devices are in the proper location.

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

Area 14

Supplement standard spec 643.3.1 with the following:

IH 41/ 43/ 894 is an OSOW route. All fixed message and width restricted signs must be in place prior to the beginning of the width restricted stage to inform multi trip permit holders to utilize alternate routes. See Wisconsin Lane Closure System Advance Notification article to address lane restrictions in LCS.

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

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of IH 41/ 43/ 894 with equipment or vehicles.

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

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

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

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

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

Revise standard spec 107.8(6) as follows:

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

Local Road Work Restrictions

Definitions

The following definitions apply to this contract for WIS 36/Loomis Road closure restrictions:

Peak Hours

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

Off-Peak Hours

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

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

Peak Hours

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

Off-Peak Hours

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

Do not close local roads and ensure that all local roads are entirely clear for traffic during Weekday Peak Hours and Weekend Peak Hours. Provide a minimum of one lane in each direction of the local road that is entirely clear for traffic during Weekday Nighttime Lane Closure Hours and Weekend Nighttime Lane Closure Hours.

Single lane closures on 84th Street may be taken during Weekday 9:00 AM to 3:00 PM Off-Peak Hours for asphaltic milling, asphaltic paving, sidewalk construction and signal improvement work.

Follow standard details and traffic control details for closures. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer so that approval or disapproval, is obtained at least three business days prior to any proposed closure.

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during nighttime hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing 3 days before performing this work.

Do not close residential approaches or remove from service without giving a 5-day notice to the occupants of the premises to remove their vehicles prior to closing of the driveway approach access. If necessary, make other access arrangements, agreed to in writing and signed by the contractor and the property owner serviced by the driveway. Obtain approval from the engineer prior to alternating construction sequencing.

6. Holiday and Special Event Work Restrictions.

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

- From noon Wednesday, November 22, 2023 to 6:00 AM Monday, November 27, 2023 for Thanksgiving;
- From noon Friday, December 22, 2023 to 6:00 AM Tuesday, December 26, 2023 for Christmas;
- From noon Friday, December 29, 2023 to 6:00 AM Tuesday, January 2, 2024 for New Year's Day.

stp-107-005 (20210113)

7. 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 Jon Gill of WisDOT at (262) 548-8812 for more information.

Area 1

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

AT&T Local Network – Communications
AT&T Wisconsin – Communications
ATC Management, Inc. – Electric Transmission
Centurylink – Communications
City of Milwaukee – Communication
City of Milwaukee – Conduit
City of Milwaukee – Electric
City of Milwaukee – Sewer
City of Milwaukee – Street Lighting
City of Milwaukee – Water
Everstream - Communications
Level 3 – Communications
Midwest Fiber Networks – Communications
Milwaukee Metropolitan Sewer District (MMSD) – Sewer
Oak Creek Water and Sewer Utility – Sewer
Oak Creek Water and Sewer Utility - Water
Spectrum (Charter) – Communications
Sprint – Communications
TDS Metrocom LLC – Communications
USDI – Gas and Petroleum
We Energies – Electric
We Energies – Gas
WisDOT – Communications
WisDOT – Street Lighting
WisDOT RWIS Program – Communication Tower

Area 2

Spectrum (Charter) – Communications has facilities within the limits of this area. The following have been completed by the utility company:

- Relocate its underground fiber starting at the existing vault at Station 46+22'NV', 43'RT, to crossing IH 94 at Station 1071+70'WB' and continuing to Station 52+22'NV', 144'RT, then to the existing vault at Station 52+73'NV', 61'RT. The underground fiber directly from the existing vault

at Station 46+22'NV', 43'RT to the existing vault at Station 52+73'NV', 61'RT has been discontinued.

- Relocate its underground fiber starting at the existing pedestal at Station 49+90'RL', 32'RT, to Station 50+75'RL', 75'RT, then crossing IH 94 at Station 1037+45'WB' and continuing to Station 57+11.69'RL', 90.5'RT, then to the existing vault at Station 57+32'RL' 47'RT. The underground fiber directly from the existing pedestal at Station 49+90'RL' 32'RT to the existing vault at Station 57+32'RL' 47'RT has been discontinued.

Contact Ron Frase at (608) 438-9648, or ron.frase@charter.com.

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

AT&T Legacy – Communications

ATC Management Inc. – Electric Transmission

We Energies – Electric

The following utility owner has new facilities within the project area that are not a relocation for the construction project. Bug Tussel will be performing utility work within the limits of the project. New fiber optic facilities will be installed on the west side of Newville Road, and crossing IH 94 approximately 100 feet west of the Newville Road centerline. Additional information regarding the proposed utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the SW Region WisDOT office during normal working hours. Contact Richard (Rick) Olson, SW Region Utility Engineer at 608-982-6153.

Area 3

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

ANR Pipeline Co – Gas/Petroleum

AT&T Wisconsin – Communications

ATC Management, Inc – Electric Transmission

City of New Berlin – Sewer

Level 3 Communications LLC – Communications

Midwest Fiber Networks LLC – Communications

Spectrum (Charter) – Communications

Verizon Business – Communications

Wisconsin Department of Transportation – Street Lighting

Wisconsin Department of Transportation – Signal

WisDOT ATR Pull Boxes – Electric

We Energies – Electric

We Energies – Gas/Petroleum

Waukesha Water Utility – Water

Area 4

AT&T Wisconsin – Communication has work at the intersection of STH 190 and STH 164 outside the clearing limits.

City of Pewaukee – Water has work at the intersection of STH 190 and STH 164 outside the clearing limits.

Midwest Fiber Networks – Communications has work at the intersection of STH 190 and STH 164 outside the clearing limits.

PaeTec – Communications has work at the intersection of STH 190 and STH 164 outside the clearing limits.

Spectrum (Charter) – Communications has work at the intersection of STH 190 and STH 164 outside the clearing limits.

TDS – Communications has a communication line along STH 190 throughout the project limits. All facilities will remain in place during construction. Contact TDS at least 14 days prior to work near their facilities and TDS will monitor facilities in place during construction.

We Energies – Electric has work at the intersection of STH 190 and STH 164 outside the clearing limits.

We Energies – Gas has facilities throughout the project area. All facilities will remain in place during construction. Notify We Energies at least 48 hours prior to digging near gas facilities and they will provide a watch dog.

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

AT&T Local – Communications

City of Pewaukee – Sewer

Everstream – Communications

Level 3 Communications, LLC

Village of Pewaukee – Sewer

Village of Pewaukee – Street Lighting

Village of Pewaukee – Water

Area 5

AT&T Wisconsin – Communications has facilities within the limits of this area.

- Temporary aerial lines will be installed on We Energies poles on the south side of STH 38 at the Root River Crossing.
- The conduit across existing Structure B-51-12 will be discontinued.
- The underground crossing at Station 237+15 will be discontinued.
- The existing underground line on the north side of STH 38 between Station 237+15 and Station 242+60 will be discontinued.
- The existing underground lines on the south side of STH 38 between Station 236+00 and Station 239+65 will be relocated to the south.
- A new fiber optic line will be constructed on the south side of STH 38 between Station 239+65 and Station 242+60. A new underground crossing of STH 38 will be constructed at Station 242+60.

Utility work is complete. Contact Michael Vanboven at (262) 676-3958, or mv3658@att.com.

Spectrum (Charter) – Communications has facilities within the limits of this area on We Energies poles.

- The aerial crossing at Station 233+85 will be removed.
- Aerial lines will be relocated to new We Energies pole on the north side of STH 38 at Station 233+62.

Utility work is complete. Contact Beau Abuya at (414) 758-9241, or beau.abuya@charter.com.

We Energies – Electric has facilities within the limits of this area.

- Pole 78-14185 Station 233+90, 46' LT will be replaced with new pole at Station 233+62, 88'LT. Overhead wires will be removed from old pole and new wires will be installed to adjacent poles.
- Pole 60-5151 Station 235+53, 46' LT will be removed. Overhead wires will be removed.

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

It is imperative that the highway contractor contact We Energies before removing any underground cables to verify that they have been discontinued and carry no electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch, #1 (800) 662-4797

Utility work is complete. Contact James Nelson at (414) 315-1189, or james.nelson@we-energies.com.

We Energies – Gas has facilities within the limits of this area.

- Install 8" p.e. gas main from Station 230+50 to 233+75, 55' to 57' LT.
- Install a 12" steel main from Station 53+00 on Rapids Drive, heading west around the corner on STH 38 and stop, capping the gas main at Station 236+00, 60' LT.
- At Station 235+60, 12" steel main will elbow out to 60' LT and be installed here to Station 238+10. Main will elbow around the vision corner at Rapids Drive and be installed 7' east of the west right-of-way and tie into the existing main at Station 53+00, 31' LT.
- This new section of main will be pressurized and services will be transferred to both 3640 and 3616 Northwestern Avenue.
- Once the services are off existing main it be discontinued from Station 53+00 on Rapids Drive west to Station 230+50.
- We Energies will remove the existing 8" steel main off the bridge from approximately Station 233+65 to Station 236+10.

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

We Energies Gas Dispatch, #1 (800) 261-5325

Utility work is complete. Contact Chris DeGrave at (262) 939-9814 or chris.degrave@we-energies.com.

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

City of Racine – Sewer

Racine Wastewater Utility – Sewer

Racine Water Works Commission – Water

Village of Mount Pleasant – Sewer

Windstream KDL, LLC – Communications

Area 6

AT&T Wisconsin – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

The existing overhead facilities will be relocated underground between Station 539+40 to 545+30 LT. Utility work is expected to take 60 days. Contact Mike Vanboven at 262-676-3958 or mv3658@att.com for work status updates.

Midwest Fiber Networks – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

- Relocate existing underground facilities deeper from Station 544+00 RT to 542+00 RT. Existing ducts to be discontinued in place.
- Transfer existing aerial fiber to new We Energies poles from Station 626+50 LT to 648+63 LT.
- Relocate existing underground facilities to new We Energies poles from Station 633+65 LT to 637+22 LT. Existing ducts to be discontinued in place.

Utility work is expected to take 75 days. Contact Cory Schmuki at (414) 459-3561 or cschmuki@midwestfibernetworks.com for work status updates.

TDS Telecom – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

TDS Telecom will relocate existing underground facilities from Station 540+30 RT to 545+75 RT outside of the slope intercept near the proposed right-of-way. Existing ducts will be discontinued in place.

Utility work is expected to take 10 days. Contact Jason Kenny at 262-514-2127 or jason.kenny@tdstelecom.com for work status updates.

We Energies – Electric has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

The We Energies facilities will be adjusted as follows:

- Relocate existing aerial facilities between Station 627+00 to 648+00 from approximately 35' LT to approximately 65' LT.
- Gap existing facilities between Station 541+55 LT and 543+57 LT.

Utility work is expected to take 60 days. Contact James Nelson at 262-886-6734 or james.nelson@we-energies.com for work status updates.

We Energies – Gas has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

- Replace gas service laterals and disconnect service laterals throughout the project.
- Install 4" PE gas main along Beaumont Ave from Station 585+79 to 581+74 LT
- Install 2" PE gas main along Dax Rd., Hillcrest Rd., and Delany Rd.
- Cut and gap 12" steel gas main from Station 542+47 LT to 544+50 LT.
- Install 12" steel gas main between Station 491+66 to 493+67 LT and RT
- Install 4" PE between Station 458+43 LT to 461+49 LT

Utility work is expected to take 65 days. Contact Luke Kosterman at lucas.kosterman@we-energies.com for work status updates.

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

ANR Pipeline Co – Gas/Petroleum

American Transmission Company, Inc. – Electric Transmission

Eagle Lake Sewer Utility District – Sewer

Frontier Communications of WI LLC – Communications

Spectrum (Charter) – Communications

TDS Metrocom LLC – Communications

Village of Paddock Lake – Sewer

Village of Paddock Lake – Water

Windstream KDL, LLC – Communication

Wisconsin Department of Transportation – Signals

Area 7

TDS Telecom/State Long Distance – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Fiber optic and copper will be discontinued in place from Station 664+50, 31' LT to Station 674+00, 27' LT. The pedestal at Station 667+85, LT will be removed.

The pedestal at Station 544+48, 40' RT will be raised 3.5' to finished grade.

Install new pedestal at Station 664+50. New fiber will be directionally bored beyond the slope intercepts from Station 664+50, 31' Lt to Station 665+00, 60' LT to Station 666+00, 68' LT to Station 669+00, 70' LT

to Station 672+75, 61' LT to Station 674+00, 27'LT where a new pedestal will be installed. New facilities will be installed a minimum of 48" below the existing/proposed grade.

Utility work is expected to take 15 days. Contact Dave Huwe at 608-664-4312 or dave.huwe@tdstelecom.com for work status updates.

We Energies – Gas has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Station 485+00 to Station 515+00 Install new system valves and services

Station 543+18 Replace service for N7590 USH 12 Unit A

Station 582+18 Replace service for N7279 USH 12

Station 623+65, 40' RT Install new system valve

Station 664+50 Cross 4" ST high pressure gas main under STH 12 from 28' RT, elevation 861 to 70' LT, elevation 856

Station 664+50 to Station 673+00 Relocate 4" ST high pressure gas main to 70' LT

Station 673+00 Cross 4" ST high pressure gas main under STH 12 from 70' LT, elevation 855 to 28' RT, elevation 856.5

Station 747+55 Replace service for 1750 N Wisconsin St.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. We Energies has determined that the project is constructible with these facilities left within the work-zone.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

Utility work is expected to take 45 days. Contact Jacob Spencer at (262) 968-7009 or jacob.spencer@we-energies.com for work status updates.

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

ATC Management – Electric Transmission

Brightspeed (CenturyLink) - Communications

City of Elkhorn – Sewer

City of Elkhorn – Water

We Energies – Electric

Whitewater Broadband (Edge Broadband) – Communications

Windstream KDL – Communications

Area 8

Spectrum (Charter) – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Spectrum will relocate to the new We Energies poles.

Utility work is expected to take 45 days. Contact Cody Thompson at (608) 373-7523 or cody.thompson@charter.com for work status updates.

TDS Telecom/State Long Distance – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

TDS will discontinue in place the following facilities:

Station 19+74, 29' LT to Station 30+48, 46' LT. Copper line Station 32+15, 34' RT, crossing to Station 31+50, 44' LT continuing east to Station 33+40, 28' LT. Copper and FO facilities crossing CTH ES at Station 16+40 will continue to operate. Fiber crossing at Station 41+75.

TDS will install the following facilities:

Copper pedestal and existing hand hole at Station 16+40, LT will be raised to proposed grade. New hand hole to be placed at Station 19+74, 29' LT. TDS will splice fiber cable and bore across USH 12 96" deep along the existing/proposed right-of-way and tie into existing pedestal at Station 33+28, 82' LT. At Station 33+40, TDS has a copper cable crossing under CTH ES that will be in conflict. TDS will bore 108" under CTH ES from the existing pedestal at Station 33+28, 82' LT and place a new copper pedestal at Station 33+40, 40' RT. TDS will place a new copper cable along the south right-of-way from new pedestal extending west to intercept existing copper cable and place new pedestal at Station 32+15 near proposed right-of-way. TDS will place a new copper cable from pedestal at Station 33+40, 40' RT east in the south right-of-way to Station 35+60, 66' RT where they will place a new copper pedestal and splice into existing copper cable that extends south. Two pole mounted pedestals will be placed at Station 35+60, 66' RT. A hand hole will be placed at grade for fiber splicing. TDS will intercept existing copper in the north right-of-way at Station 42+90, 55' LT, place a new pedestal, bore to the south right-of-way and extend west in the south right-of-way to Station 41+50, 64' RT where a new pedestal will be placed.

Utility work is expected to take 15 days. Contact Dave Huwe at (608) 664-4312 or dave.huwe@tdstelecom.com for work status updates.

We Energies – Electric has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

The following facilities will be removed:

Poles at Station 11+95, 26' LT, Station 13+98, 28' RT, Station 16+19, 19' LT, Station 16+46, 39' RT, Station 18+89, 32' LT, Station 19+03, 32' LT, Station 704+24, 38' RT, Station 705+39, 35' LT, Station 31+54, 53' LT, Station 32+21, 62' LT, Station 32+97, 71' LT, Station 33+36, 6' LT, Station 34+20, 10' LT, Station 36+05, 2' LT, Station 36+07, 10' RT, Station 38+05, 20' RT, Station 38+94, 28' RT, Station 41+17, 48' RT.

The following facilities will be discontinued in place:

- Primary Cable from Station 13+06, 47' RT to Station 13+98, 28' RT
- Primary Cable from Station 36+05, 2' LT to Station 35+62, 76' RT
- Primary Cable from Station 38+05, 20' RT to Station 37+91, 63' RT
- Service Cable from Station 41+17, 48' RT to Station 41+34, 77' RT

Cable discontinued in place can be removed but shall be verified if cable is de-energized prior to removal.

The following facilities will be installed:

Poles at Station 11+00, 30' LT, Station 11+00, 43' RT, Station 13+41, 44' RT, Station 15+21, 52' RT, Station 16+42, 45' RT, Station 16+47, 24' LT, Station 18+84, 32' LT, Station 19+08, 32' LT, Station 705+79, 46' RT, Station 705+32, 36' LT, Station 31+31, 28' RT, Station 31+62, 75' LT, Station 32+25, 61' LT, Station 32+70, 32' RT, Station 33+02, 72' LT, Station 34+96, 79' LT, Station 35+62, 76' RT, Station 36+00, 74' LT, Station 37+91, 63' LT, Station 40+09, 58' LT, Station 40+69, 82' RT, Station 41+61, 53' RT.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. We Energies has determined that the project is constructible with these facilities left within the work-zone.

It is imperative that the highway contractor contact We Energies before removing any electrical underground cables to verify that they have been discontinued and carry no electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

Utility work is expected to take 50 days. Contact James Nelson at (262) 884-6734 or james.nelson@we-energies.com for work status updates.

We Energies – Gas has existing facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

We Energies will discontinue in place the following facilities:

- 2" PE main to be discontinued along CTH ES from Station 13+22, RT to 19+16 where the 2" PE crosses CTH ES and continues east going under USH 12 to Station 33+35, LT.
- 2" PE main to be discontinued along CTH ES from Station 38+00 to 43+00 LT..
- 4" PE main to be discontinued along USH 12 from Station 702+50 to 705+13 LT.
- 4" ST main to be discontinued along USH 12 from Station 702+35 to 705+90 RT.

The following facilities will be installed:

New 4" PE will be bored along the south side of CTH ES from Station 13+22, 43' RT 9' off the new right-of-way to 15+33 where it will continue 3' off the proposed right-of-way to Station 19+26 where it will elbow to the south 3' off the proposed right-of-way. The new 4" PE will continue east crossing below USH 12 at Station 706+18 where it will tie into the existing main at 27' RT. The proposed 4" PE gas main will run north along the east side of STH 12 where it will elbow east along CTH ES 5' north of existing right-of-way. At approximately Station 32+00 the proposed 4" PE gas main will sweep south into the new right-of-way until 32+95 where the proposed gas main will elbow south at 2' east of the right-of-way. The proposed gas main will then elbow going east from Station 32+95 to 34+04 at 5' off the new right-of-way where the gas main will end.

New 4" PE gas main will be bored under CTH ES at Station 30+60 where the gas main will tee and run to the east along the north side of CTH ES. From Station 30+60 to 43+00 the proposed gas main will run along the north side of CTH ES with a varying LT offset from the existing road right-of-way.

New 4" PE will be bored along the east side of USH 12 from Station 705+13, 105' RT going north and crossing under CTH ES at Station 30+50 until it reaches 704+00 where it will follow 11' off the new road right-of-way and then will turn north along USH 12 until it is tied into the existing main at Station 701+63, 31' RT; 8' off the existing right-of-way.

New 4" HP ST will be bored along the west side of USH 12 from Station 702+42, 46' RT to 704+58 where it will shift to 32' RT until it ties back into the existing 4" HP ST at Station 706+00, RT.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. We Energies has determined that the project is constructible with these facilities left within the work-zone.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification.

Utility work is expected to take 45 days. Contact Jacob Spencer at 262-968-7009 or jacob.spencer@we-energies.com for work status updates.

Whitewater Broadband (Edge Broadband) – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Relocate 3' within the right-of-way at a bury depth of 30" from Station 7+75 to the existing handhole at Station 19+20, 29' LT. Crossing of CTH ES at Station 12+65, 26' LT to Station 12+48, 48' RT at a bury depth of 48". Cross CTH ES from Station 19+20, 29' LT to 19+20, 35' RT at a bury depth of 102". Install new fiber 3' off proposed right-of-way from Station 19+20, 35' RT to 705+95, 39' RT, cross USH 12 at a bury depth of 60" to 705+95, 39' LT, to Station 705+40, 45' LT, to Station 32+05, 36' RT, bore under CTH ES at 105" depth and west and north along the proposed right-of-way beyond the project limits. Continue east from 32+05, 36' RT 3' off proposed right-of-way to Station 34+55, 62' RT, to 36+55, 74' RT, to 37+04, 53' RT, to 37+98, 60' RT, to 38+10, 51' RT. New fiber continues 3' off the proposed right-of-way beyond the project limits.

Utility work is expected to take 40 days. Contact Brian Madl at (262) 458-2220 or brian@edgebroadband.com for work status updates.

Windstream KDL - Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Windstream has existing facilities on We Energies poles. Windstream will transfer facilities to the new We Energies poles.

Windstream has existing buried fiber along the existing south right-of-way from approximately Station 36+19 to 44+42. Windstream will bury 2 new fiber optic cables crossing from south to north at approximately Station 35+90. Buried fiber and conduit will continue along the north right-of-way of CTH ES. The fiber will cross to the south right-of-way at approximately Station 44 + 42 RT to meet existing fiber.

The existing Windstream buried facilities from approximately Station 36+19 to 44+42, RT will be discontinued in place following placement and splice completion of the new facilities.

Utility work is expected to take 90 days. Contact Dave Huwe at (608) 664-4312 or dave.huwe@tdstelecom.com for work status updates.

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

AT&T Wisconsin – Communications

Area 9

We Energies – Gas has existing facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Approximately one mile north of the tree clearing limits, We Energies will relocate a gas main. No conflicts are anticipated with the tree clearing operations.

All other We Energies facilities will remain in place as is.

It is imperative that the highway contractor contact WE Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility without explicit consent from WE Energies. Contractor must call the WE Energies 24-hour Dispatch lines to arrange for this verification. WE Energies Gas Dispatch 1-800-261-5325.

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

AT&T Legacy - Communications

AT&T Wisconsin – Communications

Lyons Sanitary District #2 – Sewer

Midwest Fiber Networks, LLC – Communications

Spectrum (Charter) – Communications

TDS Telecom – Communications

We Energies – Electric

Windstream KDL, LLC – Communications

Area 10

Adams-Columbia Electric Cooperative (ACEC) - Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

ACEC has an overhead facility along CTH TV from near Station 4+00 to Station 10+00 RT and STH 89 from near 155+50 to Station 161+00 LT. ACEC plans to remove this overhead facility and install an underground facility along the south right-of-way of CTH TV from Station 4+00 to Station 10+00 RT and STH 89 from near 155+50 to Station 161+00 LT. ACEC also plans to install a crossing at Station 158+00, which includes a new junction box at Station 158+00 LT.

ACEC has overhead facilities along the west side of STH 89 from near Station 180+00 LT to near Station 220+00 LT. ACEC does not anticipate any conflicts with this communication line.

Utility work is expected to take 5 days. Contact Shawn Pietrzak at 800-831-8629 X323 or spietrzak@acecwi.com for work status updates.

Frontier Communications – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Frontier Communications has facilities along STH 89, near Station 156+00 RT to Station 174+00 RT along the existing STH 89 alignment. Frontier Communications plans to relocate this facility 2-feet within the proposed right-of-way from Station 156+00 RT to Station 174+00 RT at an approximate depth of 3-feet. There will also be two bores under STH 89 at Station 156+55 and Station 172+00 at an approximate depth of 6-feet.

Frontier Communications has an underground facility along the north side of CTH TV. This facility will be relocated 3-feet inside of the proposed right-of-way from Station 4+50 LT to Station 9+75 LT. There will be one bore under CTH TV at Station 4+50 at an approximate depth of 6-feet.

Frontier Communications has an underground facility along STH 89 from near Station 248+03 RT to near Station 254+50 RT. This facility will be relocated 3-feet inside of the proposed right-of-way from near Station 248+00 RT to near Station 254+50 RT at an approximate depth of 3-feet, except from Station 252+00 RT to Station 253+15 RT where the facility will be at an approximate depth of 10-feet under the creek bottom.

Utility work is expected to take 15 days. Contact Russ Ryan at (920) 563-3275 or russell.w.ryan@ftr.com for work status updates.

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

- ANR Pipeline Company (TC Energy) – Gas**
- AT&T Wisconsin – Communications**
- ATC Management, Inc. – Electric Transmission**
- Bluebird Network – Communications**
- Columbus Water and Light Department – Electric**
- Flint Hills Resources – Gas**
- Spectrum (Charter) – Communications**
- Waterloo Water & Light – Electric**
- We Energies – Electric**
- We Energies – Gas**

Area 11

TDS Telecom/State Long Distance – Communications has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

TDS will discontinue in place existing fiber and copper facilities from Station 86+80 RT to 89+60 RT. Relocated fiber and copper facilities will be placed near the south existing right-of-way. A new pedestal and handhole will be placed at Station 86+80 RT to splice new fiber and copper into existing fiber and copper extending south. At Station 89+60, TDS will expose existing copper and fiber facilities, raise the copper pedestal 2' and place a new handhole at new grade to allow splicing into existing fiber and copper extending north.

Facilities will be bored 10 feet below Baker Creek.

Utility work is expected to take 5 days. Contact Dave Huwe at 608-664-4312 or dave.huwe@tdstelecom.com for work status updates.

We Energies – Electric has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

- Pole at Station 84+94, 30' LT to remain in place. New guy to be installed.
- Pole at Station 87+71, 31' LT to remain in place.
- New pole to be installed at Station 87+83, 53' LT.
- New pole to be installed at Station 90+63, 85' LT along with guys.

- New pole to be installed at Station 90+93, 32' LT along with guys.
- Pole at Station 90+53, 32' LT to remain in place. New guy to be installed.
- Pole at Station 93+32, 52' LT to be replaced.
- Wire to be transferred to new poles.

Utility work is expected to take 30 days. Contact Adam Psichulis at (262) 763-1011 or adam.psichulis@we-energies.com for work status updates.

We Energies – Gas has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Relocate 4" PE gas main from Station 86+75 to 91+00 to 30' LT, and tie into existing gas main at Station 86+75, 25' LT and 91+00, 25' LT.

Utility work is expected to take 20 days. Contact Spenser Dooner at (262) 763-1083 or spenser.dooner@we-energies.com for work status updates.

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

City of Elkhorn – Electric

Area 12

Adams-Columbia Electric Cooperative (ACEC) – Electric has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Facilities will be relocated from at Station 51+22, RT. From Station 50+50, RT to Station 52+00, RT, a new 2" underground conduit will be placed 5' deep. The underground electric from Station 8'D'+75, RT to 9'D'+78, RT will be relocated underground outside the slope intercepts.

Utility work is expected to take 2 days. Contact Shawn Pietrzak at 800-831-8629, extension 323 or spietrzak@acecwi.com for work status updates.

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

Alliant Energy – Electric

Alliant Energy – Gas

ATC Management Inc. – Electric Transmission

Lumen (CenturyLink) – Communications

Marquette Adams Telephone Coop Inc. – Communications

Spectrum (Charter) – Communications

We Energies – Electric

Area 13

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

Alliant Energy – Electric

ATC Management, Inc – Electric Transmission

City of Sun Prairie – Sewer

Spectrum (Charter) – Communications

Frontier Communications - Communications

Sun Prairie Utilities – Electric

Sun Prairie Utilities – Water

Verizon Business Group – Communications

We Energies – Gas/Petroleum

Area 14

City of Greenfield – Sewer has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

The City of Greenfield Department of Public Works will discontinue the manholes located at Station 206+20, 70' RT, Station 209+50, 57' RT, and Station 212+85, 61' RT.

City of Milwaukee – Water has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

Adjusting water valves throughout the project limits.

We Energies – Electric has facilities within the limits of this area. The following utility work may occur in this area while clearing is taking place:

A new underground electric facility will be installed crossing IH 894 at STA 230+83.

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

- AT&T Legacy – Communications**
- AT&T Wisconsin – Communications**
- ATC Management, Inc. – Electric Transmission**
- City of Greenfield – Communications**
- Level 3 Communications LLC – Communications**
- Midwest Fiber Networks LLC – Communications**
- Milwaukee Metropolitan Sewerage District – Sewer**
- Spectrum (Charter) – Communications**
- Verizon Business – Communications**
- We Energies – Gas**

8. Other Contracts.

Area 1

Coordinate work according to standard spec 105.5.

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

It is expected that routine maintenance by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

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

Project 1030-43-71

IH 41 Mitchell I/C

WB IH43/IH94 35th-Rawson-Howard

WisDOT Design contact: Evan Limberatos, (262) 548-8797

Project 1100-45-70

IH 41 Airport Freeway

84th Street to 35th Street

WisDOT Design contact: Chris Hager, (414) 750-1487

Project 1228-08-73

IH 43 North-South Freeway

Mitchell I/C to Marquette I/C

WisDOT Design contact: Scott Anderson, (262) 548-6894

Project 2015-10-71

General Mitchell Airport Spur

STH 119 at Howell Avenue

WisDOT Design contact: Amanda Johansen, (262) 521-4465

Project 1060-53-70

Various Noise Wall Locations

WisDOT Design contact: Amanda Johansen, (262) 521-4465

Project 2395-05-71

East-West Howard Avenue

WisDOT Design contact: Mark Zapp, (414) 750-2645

Area 3

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

The following projects below may be under construction concurrently with the work under this contract. Coordinate activities, work zone traffic control, and other work items as required with other contracts.

Project 1090-09-76

IH 43 Rock Freeway

STH 164 to Moorland Rd

WisDOT Design contact: Evan Limberatos, (262) 548-8797

9. Railroad Insurance and Coordination - Union Pacific Railroad Company.

A Description

Comply with standard spec 107.17 for all work affecting Union Pacific 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 Union Pacific Railroad Company.

Notify evidence of the required coverage, and duration to David C. LaPlante, Senior Manager-Real Estate-Special and Public Projects, 1400 Douglas St. STOP 1690, Omaha, NE 68179; Telephone: (402) 544-8563; E-mail: dclaplante@up.com.

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

Include the following information on the insurance document:

- Project ID: 3742-02-70
- Project Location: Town of Randolph, Wisconsin
- Route Name: STH 33
- Crossing ID: 179185G
- Railroad Subdivision: Adams Sub
- Railroad Milepost: 251.72
- Work Performed on or within 50' of RR right-of-way: Tree clearing and land restoration, traffic control.

A.2 Train Operation

Approximately 8 through freight trains operate daily at up to 50 mph. There are no switching movements.

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

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkecke@up.com or Richard Ellison, Project coordinator, 207 Powell Avenue, Labadie, MO, 63055; Telephone (847) 323-7197; E-mail richardellison@up.com for consultation on railroad requirements during construction.

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

Flagging Contact

See Construction Contact. If more than 30 days of flagging is required contact UP 30 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable buried in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

stp-107-026 (20230113)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. 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 Justin Suydam at (262) 548-8745.

stp-107-054 (20210708)

11. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit – Area 6.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. 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 Mark Wilfert at (262) 548-5936.

stp-107-054 (20210708)

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

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

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website: https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf?ver=5-1zbQT8_g_a1pSEGBP2Dg%3d%3d

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

stp-107-054 (20230113)

13. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit – Area 12.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. 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 Mahesh Shrestha at (608) 245-2674.

stp-107-054 (20210708)

14. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – Area 2.

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 Jamie Grainger at (608) 206-7829. Post the permit certificate in a conspicuous place at the construction site.

15. 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 Justin Suydam at (262) 548-8745. Post the permit certificate in a conspicuous place at the construction site.

16. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – Area 6.

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 Mark Wilfert at (262) 548-5936. Post the permit certificate in a conspicuous place at the construction site.

17. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – Area 10.

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 Kristen Berg, P.E. at (920) 492-0139. Post the permit certificate in a conspicuous place at the construction site.

18. 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 Mahesh Shrestha at (608) 245-2674. Post the permit certificate in a conspicuous place at the construction site.

19. Construction Over or Adjacent to Navigable Waters.

Sugar Creek, Root River, Eagle Lake Ditch, East Branch Dover Ditch, and Baker Creek are classified as state navigable waterways under standard spec 107.19.

stp-107-060 (20171130)

20. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

21. Erosion Control.

Area 5

Add the following to standard spec 107.20 as paragraphs nine through fifteen:

(9) Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of top soil to minimize the exposure to possible erosion.

(10) Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison, Benton Stelzel, at benton.stelzel@wisconsin.gov, 141 NW Barstow Room 180, Waukesha, WI 53188, (262) 623-0194. Do not implement the ECIP until department approval and perform all work conforming to the approved ECIP.

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

(12) Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.

(13) Re-apply topsoil on impacted areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If impacted areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

Area 7

Supplement standard spec 107.20 with the following:

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

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dewatering or by-pass (mechanical pumping) operations in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion

control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, craig.webster@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Timely Restoration

Ground disturbance caused by tree clearing will require regrading to original elevations and restoration of the disturbed ground with Soil Stabilizer Type B and then covered with mulch. Restoration must be completed within two business days of completing the clearing operations.

Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

Maintaining Drainage

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

Area 8

Supplement standard spec 107.20 with the following:

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

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dewatering or by-pass (mechanical pumping) operations in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, craig.webster@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Timely Restoration

Ground disturbance caused by tree clearing will require regrading to original elevations and restoration of the disturbed ground with Soil Stabilizer Type B and then covered with mulch. Restoration must be completed within two business days of completing the clearing operations.

Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

Maintaining Drainage

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

Area 11

Supplement standard spec 107.20 with the following:

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

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dewatering or by-pass (mechanical pumping) operations in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, craig.webster@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Timely Restoration

Ground disturbance caused by tree clearing will require regrading to original elevations and restoration of the disturbed ground with Soil Stabilizer Type B and then covered with mulch. Restoration must be completed within two business days of completing the clearing operations.

Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

Maintaining Drainage

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage

channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

sef-107-010 (20180104)

Area 14

Supplement standard spec 107.20 with the following:

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Kristina Betzold, (414) 263-8517, kristina.betzold@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

Maintaining Drainage

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

22. Archaeological Site.

Area 6

RA-0009/BRA-0044 site is located approximately Station 556+00 to 582+00 LT within the limits shown on the plans.

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

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

stp-107-220 (20180628)

23. 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.

Area 7

Add the following to standard spec 201.3:

Tree clearing operations will be limited to hand cutting and hand hauling of felled trees between Stations 662+75 and 674+50 USH 12. Tracked or wheeled equipment will not be allowed beyond the limits of the roadway shoulder between Stations 662+75 and 674+50 USH 12.

Area 11

Add the following to standard spec 201.3:

Tree clearing operations will be limited to hand cutting and hand hauling of felled trees. Tracked or wheeled equipment will not be allowed beyond the limits of the roadway shoulder of STH 11 between USH 12 and IH 43.

24. Invasive Species Management – Uplands, Item SPV.0005.01.

A Description

This special provision describes furnishing herbicides, cutting buckthorn, treating stumps and foliage, in accordance with the specifications as shown on the plans and as hereinafter provided.

B Materials

Depending on the vegetation to be treated, apply herbicides in the following concentrations:

Basal Bark Treatment

Use a 15% to 20% solution of Garlon 4 herbicide (or an equivalent generic) mixed with Bark Oil Blue.

Cut Stump Treatment

Use a 50% solution of Garlon 3 herbicide (or an equivalent generic) mixed with water.

C Construction

A commercial pesticide applicator license application, certification is required for any person who does any of the following:

- 1) Personally uses or directs the use of ANY pesticide as a commercial applicator for-hire.
- 2) Personally uses a restricted-use pesticide as a commercial applicator.
- 3) Directs the use of pesticide by a person specified under 1) or 2).

The following criteria must be followed:

- **Upland areas with buckthorn:** Hand cut all woody vegetation in areas shown as tree clearing in the plans. Treat stumps with herbicide as described under Materials. For buckthorn larger than 6-inch caliper, hand cut and treat buckthorn stumps with herbicide the same day as cutting or basal bark treat the buckthorn.

C.1 Basal Bark Treatment

Using a tank or backpack sprayer. Spray the bottom 18 inches of stems all the around the ground line with the herbicide mixture. Applications can occur all year round, except for in the spring. Spring treatment March 1 to May 31 cannot occur without department and DNR approval.

C.2 Cut Stump Treatment

Cut unwanted brush and trees with a brush saw or chainsaw and spray the stump with herbicide the same day. Spray the top and sides of the stump to kill the roots and prevent re-sprouting.

D Measurement

The department will measure Invasive Species Management - Uplands by the acre, 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.0005.01	Invasive Species Management - Uplands	ACRE

Payment is full compensation for furnishing herbicides, for cutting trees, and treating stumps.

25. Single Lane Closure, Non-Freeway/Expressway, Item SPV.0060.01.

A Description

This special provision describes providing a traffic control setup as shown in SDD 15D20, "Traffic Control, Single Lane Closure, Divided Non-Freeway/Expressway".

B Materials

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

C Construction

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

D Measurement

The department will measure Single Lane Closure, Non-Freeway/Expressway 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Single Lane Closure, Non-Freeway/Expressway	EACH

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

26. Shoulder Closure on Divided Roadway, Item SPV.0060.02.

A Description

This special provision describes providing a traffic control setup as shown in SDD 15D20, "Traffic Control, Shoulder Closure on Divided Roadway, Speeds Greater than 40 M.P.H."

B Materials

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

C Construction

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

D Measurement

The department will measure Shoulder Closure on Divided Roadway 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Shoulder Closure on Divided Roadway	EACH

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

27. Work on Shoulder or Parking Lane, Undivided Roadway, 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 spec 643.

C Construction

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

D Measurement

The department will measure Work on Shoulder or Parking Lane, Undivided Roadway 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Work on Shoulder or Parking Lane	EACH

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

28. Single Lane Closure with Bi-Directional Traffic, Item SPV.0060.04.

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Bi-Directional Single Lane Closure 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Single Lane Closure with Bi-Directional Traffic	EACH

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

Flagging is incidental to the work under this bid item.

29. Semi-Permanent Restoration, Item SPV.0060.05.

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.

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 NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Semi-Permanent Restoration	EACH

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

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:

416.2.4 Concrete Pavement Repair and Replacement

Replace the entire text with the following effective with the November 2022 letting:

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement

416.2.5.1 Composition and Proportioning of Concrete

Replace paragraph one with the following effective with the November 2022 letting:

- (1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

455.2.4.3 Emulsified Asphalts

Replace paragraph one with the following effective with the November 2022 letting:

- (1) Furnish material conforming, before dilution, to the following:
 - Anionic emulsified asphalts^[1]..... AASHTO M140
 - Cationic emulsified asphalts^[1] AASHTO M208
 - Polymer-modified cationic emulsified asphalts AASHTO M316
- ^[1] Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs ^[1]	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44) ^[2]	97.5% min	97.5% min

^[1] Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).
^[2] The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

455.2.5 Tack Coat

Replace paragraph one with the following effective with the November 2022 letting:

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an “h” suffix, unless the contract specifies otherwise.

710.5.7 Corrective Action

710.5.7.1 Optimized Aggregate Gradations

Replace paragraph one with the following effective with the November 2022 letting:

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
 - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
 1. Document and provide corrective action results to the engineer as soon as they are available.
 2. Department will conduct two tests within the next business day after corrective action is complete.
 - If blended aggregate gradations are within the tarantula curve limits by the second department test:
 - Continue with concrete production.
 - Include a break in the 4-point running average.
 - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
 - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
 - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
 - Submit a new optimized aggregate gradation mix design and perform the following:
 1. Restart control charts for the new mix design.
 2. Amend contractor Quality Control Plan

715.5 Payment

Replace the entire text with the following effective with the November 2022 letting:

715.5.1 General

- (1) The department will pay incentive for concrete strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
 - Compressive strength of 3700 psi for pavements.
 - Flexural strength of 650 psi for pavements.
 - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Pavements

715.5.2.1 Compressive

- (1) The department will adjust pay for each lot using equation “QMP 3.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.1 \times \text{PWL}) - 9.5$
>= 85 to < 95	0
>= 30 to < 85	$(1.5/55 \times \text{PWL}) - 127.5/55$
< 30	-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.2.2 Flexural

- (1) The department will adjust pay for each lot using equation “QMP 6.02” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.2 \times \text{PWL}) - 19$
>= 85 to < 95	0
>= 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.3 Structures and Cast-in-Place Barrier

- (1) The department will adjust pay for each lot using equation “QMP 2.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 99 to 100	10
>= 90 to < 99	0
>= 50 to < 90	$(7/8 \times \text{PWL}) - 78.75$
< 50	-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) 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 smelting forward in the manufacturing process) 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 OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

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 exemptions and their associated costs to the certification form.



Proposal Schedule of Items

Proposal ID: 20230912004 Project(s): 3742-02-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	393.000 STA	_____.	_____.
0004	201.0120 Clearing	2,181.000 ID	_____.	_____.
0006	213.0100 Finishing Roadway (project) 01. 3742-02-70	1.000 EACH	_____.	_____.
0008	618.0100 Maintenance And Repair of Haul Roads (project) 01. 3742-02-70	1.000 EACH	_____.	_____.
0010	619.1000 Mobilization	1.000 EACH	_____.	_____.
0012	627.0200 Mulching	14,000.000 SY	_____.	_____.
0014	628.1504 Silt Fence	200.000 LF	_____.	_____.
0016	628.1520 Silt Fence Maintenance	200.000 LF	_____.	_____.
0018	628.6510 Soil Stabilizer Type B	3.000 ACRE	_____.	_____.
0020	SPV.0005 Special 01. Invasive Species Management - Uplands	0.330 ACRE	_____.	_____.
0022	SPV.0060 Special 01. Single Lane Closure, Non-Freeway/Expressway	2.000 EACH	_____.	_____.
0024	SPV.0060 Special 02. Shoulder Closure On Divided Roadway	5.000 EACH	_____.	_____.
0026	SPV.0060 Special 03. Work On Shoulder Or Parking Lane, Undivided Roadway	1.000 EACH	_____.	_____.
0028	SPV.0060 Special 04. Single Lane Closure With Bi-Directional Traffic	7.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230912004 Project(s): 3742-02-70

Federal ID(s): N/A

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	SPV.0060 Special 05. Semi-Permanent Restoration	14.000 EACH	_____.	_____.
	Section: 0001		Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE